

# Open Data Blend Database Licence (ODBDbL)

## Preamble

- (1) This Database licence agreement is intended to allow users to share, modify, use, and commercially exploit this Database without share-alike obligations. Many databases are covered by copyright, and therefore this document licenses these rights.
- (2) The Licensor has agreed to provide the services as defined on the terms set out at <https://www.opendatablend.io/terms>.
- (3) This licence is only intended to be entered into between customers of the Licensor that sign up to the Analytics Commercial subscription plan.

## 1.0 Agreed Terms

- 1.1 The definition and rules of interpretation in this clause apply in this Database Licence and in any other agreement between the parties.

“Commencement Date”	the date You agreed to be bound by the terms of the the Licensor’s terms and conditions.
“Collective Database”	means this Database in unmodified form as part of a collection of independent databases in themselves that together are assembled into a collective whole. A work that constitutes a Collective Database will not be considered a Derivative Database.
“Confidential information”	all confidential information (howsoever recorded or preserved) disclosed by a party or its Representatives to the other party and that party’s Representatives in connection with this Licence, which is either labelled as such or else which should reasonably be considered as confidential because of its nature and manner of its disclosure.
“Convey”	As a verb, means Using the Database, a Derivative Database, or the Database as part of a Collective Database in any way that enables a Person to make or receive copies of the Database or a Derivative Database. Conveying does not include interaction with a user through a computer network, or creating and Using a Produced Work, where no transfer of a copy of the Database or a Derivative Database occurs.

<b>“Contents”</b>	The contents of this Database, which includes the information, independent works, or other material collected into the Database. For example, the contents of the Database could be factual data or works such as images, audiovisual material, text, or sounds.
<b>“Database”</b>	A collection of material (the Contents) arranged in a systematic or methodical way and individually accessible by electronic or other means offered under the terms of this Licence.
<b>“Database Directive”</b>	Means Directive 96/9/EC of the European Parliament and of the Council of 11 March 1996 on the legal protection of databases, as amended or succeeded.
<b>“Database Right”</b>	means rights resulting from the Chapter III (“sui generis”) rights in the Database Directive (as amended and as transposed by member states), which includes the Extraction and Re-utilisation of the whole or a Substantial part of the Contents, as well as any similar rights available in the relevant jurisdiction under clause 11.7.
<b>“Derivative Database”</b>	means a database based upon the Database, and includes any translation, adaptation, arrangement, modification, or any other alteration of the Database or of a Substantial part of the Contents. This includes, but is not limited to, Extracting or Re-utilising the whole or a Substantial part of the Contents in a new Database.
<b>“Extraction”</b>	means the permanent or temporary transfer of all or a Substantial part of the Contents to another medium by any means or in any form.
<b>“Initial Period”</b>	a period of 1 month commencing on the Commencement Date.
<b>“Intellectual Property Rights”</b>	all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, semi-conductor topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

<b>“Licence”</b>	means this Licence agreement and is both a Licence of rights such as copyright and Database Rights and an agreement in contract.
<b>“Licensor”</b>	means the Person that offers the Database under the terms of this Licence.
<b>“Person”</b>	means a natural or legal person or a body of persons corporate or incorporate.
<b>“Produced Work”</b>	a work (such as an image, audiovisual material, text, or sounds) resulting from using the whole or a Substantial part of the Contents (via a search or other query) from this Database, a Derivative Database, or this Database as part of a Collective Database.
<b>“Publicly”</b>	means to Persons other than You or under Your control by either more than 50% ownership or by the power to direct their activities (such as contracting with an independent consultant).
<b>“Representatives”</b>	in respect of a party, that party's employees, officers, representatives, advisers or sub-contractors who need to know the Confidential Information in question.
<b>“Re-utilisation”</b>	means any form of making available to the public all or a Substantial part of the Contents by the distribution of copies, by renting, by online or other forms of transmission.
<b>“Renewal Period”</b>	each successive 1 month period after the Initial Period for which the Terms & Conditions are renewed.
<b>“Substantial”</b>	means substantial in terms of quantity or quality or a combination of both. The repeated and systematic Extraction or Re-utilisation of insubstantial parts of the Contents may amount to the Extraction or Re-utilisation of a Substantial part of the Contents.
<b>“Terms &amp; Conditions”</b>	The ‘Terms and Conditions of <a href="https://www.opendatablend.io/terms">opendatablend.io</a> ’ which are available at <a href="https://www.opendatablend.io/terms">https://www.opendatablend.io/terms</a> and have been entered into between You and the Licensor.
<b>“Use”</b>	As a verb, means doing any act that is restricted by copyright or Database Rights whether in the original medium or any other; and includes without limitation distributing, copying, publicly performing, publicly displaying, and preparing derivative works of the Database, as well as modifying the Database as may be technically necessary to use it in a different mode or format.
<b>“You”</b>	means a Person exercising rights under this Licence who has not previously violated the terms of this Licence with respect to the Database, or who has received express

“Your Systems”

permission from the Licensor to exercise rights under this Licence despite a previous violation.  
any information technology system or systems owned or operated by You from which the Database is received in accordance with this Licence.

Words in the singular include the plural and vice versa.

## 2.0 What this Licence covers

2.1 **Legal effect of this document.** This Licence is:

- a. A licence of applicable copyright and neighbouring rights;
- b. A licence of the Database Right; and
- c. An agreement in contract between You and the Licensor.

2.2 This Licence is intended to be read in conjunction with the Terms & Conditions and if there is any conflict between this Licence and the Terms & Conditions, the Term’s & Conditions will prevail.

2.3 **Legal rights covered.** This Licence covers the legal rights in the Database, including:

- a. **Copyright.** Any copyright or neighbouring rights in the Database. The copyright licensed includes any individual elements of the Database, but does not cover the copyright over the Contents independent of this Database. See clause 2.5 for details. Copyright law varies between jurisdictions, but is likely to cover: the Database model or schema, which is the structure, arrangement, and organisation of the Database, and can also include the Database tables and table indexes; the data entry and output sheets; and the Field names of Contents stored in the Database;
- b. **Database Rights.** Database Rights only extend to the Extraction and Re-utilisation of the whole or a Substantial part of the Contents. Database Rights can apply even when there is no copyright over the Database. Database Rights can also apply when the Contents are removed from the Database and are selected and arranged in a way that would not infringe any applicable copyright; and
- c. **Contract.** This is an agreement between You and the Licensor for access to the Database. In return you agree to certain conditions of use on this access as outlined in this Licence.

2.4 **Rights not covered.**

- a. This Licence does not apply to computer programs used in the making or operation of the Database;
- b. This Licence does not cover any patents over the Contents or the Database; and
- c. This Licence does not cover any trademarks associated with the Database.

**2.5 Relationship to Contents in the Database.** The individual items of the Contents contained in this Database may be covered by other rights, including copyright, patent, data protection, privacy, or personality rights, and this Licence does not cover any rights (other than Database Rights or in contract) in individual Contents contained in the Database. For example, if used on a Database of images (the Contents), this Licence would not apply to copyright over individual images, which could have their own separate licences, or one single licence covering all of the rights over the images.

## **3.0 Rights granted**

**3.1** Subject to the terms and conditions of this Licence, the Licensor grants to You a worldwide, royalty-free, non-exclusive, terminable (but only under clause 10.0) licence to Use the Database for the duration of any applicable copyright and Database Rights. These rights explicitly include commercial use, and do not exclude any field of endeavour. To the extent possible in the relevant jurisdiction, these rights may be exercised in all media and formats whether now known or created in the future.

The rights granted cover, for example:

- a. Extraction and Re-utilisation of the whole or a Substantial part of the Contents;
- b. Creation of Derivative Databases;
- c. Creation of Collective Databases;
- d. Creation of temporary or permanent reproductions by any means and in any form, in whole or in part, including of any Derivative Databases or as a part of Collective Databases; and
- e. Distribution, communication, display, lending, making available, or performance to the public by any means and in any form, in whole or in part, including of any Derivative Database or as a part of Collective Databases.

**3.2 Compulsory licence schemes.** For the avoidance of doubt:

- a. *Non-waivable compulsory licence schemes.* In those jurisdictions in which the right to collect royalties through any statutory or compulsory licensing scheme cannot be waived, the Licensor reserves the exclusive right to collect such royalties for any exercise by You of the rights granted under this Licence;
- b. *Waivable compulsory licence schemes.* In those jurisdictions in which the right to collect royalties through any statutory or compulsory licensing scheme can be waived, the Licensor waives the exclusive right to collect such royalties for any exercise by You of the rights granted under this Licence; and
- c. *Voluntary licence schemes.* The Licensor waives the right to collect royalties, whether individually or, in the event that the Licensor is a member of a collecting society that administers voluntary licensing schemes, via that society, from any exercise by You of the rights granted under this Licence.

**3.3** The right to release the Database under different terms, or to stop distributing or making available the Database, is reserved. Note that this Database may be multiple-licenced, and so You may have the choice of using alternative licences for this Database. Subject to clause 11.7, all other rights not expressly granted by Licensor are reserved.

## **4.0 Conditions of Use**

**4.1** The rights granted in clause 3.0 above are expressly made subject to Your complying with the following conditions of use. These are important conditions of this Licence, and if You fail to follow them, You will be in material breach of its terms

**4.2 Notices.** If You Publicly Convey this Database, any Derivative Database, or the Database as part of a Collective Database, then You must:

- a.** Do so only under the terms of this Licence;
- b.** Include a copy of this Licence or its Uniform Resource Identifier (URI) with the Database or Derivative Database, including both in the Database or Derivative Database and in any relevant documentation; and
- c.** Keep intact any copyright or Database Right notices and notices that refer to this Licence.
- d.** If it is not possible to put the required notices in a particular file due to its structure, then You must include the notices in a location (such as a relevant directory) where users would be likely to look for it.

**4.3 Notice for using output (Contents).** Creating and Using a Produced Work does not require the notice in clause 4.2. However, if you Publicly Use a Produced Work, You must include a notice associated with the Produced Work reasonably calculated to make any Person that uses, views, accesses, interacts with, or is otherwise exposed to the Produced Work aware that Content was obtained from the Database, Derivative Database, or the Database as part of a Collective Database, and that it is available under this Licence.

**a. Example notice.** The following text will satisfy notice under clause 4.3:

Contains data from Open Data Blend, which is made available here under the Open Data Blend Database Licence.

Open Data Blend should hyperlink to <https://www.opendatblend.io>. “Open Data Blend Database Licence” should contain a hyperlink to <https://www.opendatblend.io/open-data-blend-database-licence>. If hyperlinks are not possible, You should include the plain text of the required URI’s with the above notice.

**4.4 Transfer.** You are not permitted to transfer of the whole or the Substantial part thereof of this Database, a Derivative Database or a Collective Database to any third party, which does not remain Your Representative.

## **5.0 Intellectual Property Rights**

**5.1** You acknowledge that all Intellectual Property Rights in the Database are the property of the Licensor or its licensors, as the case may be and You shall have no rights in or to the data or the Database other than the right to use them in accordance with the express terms of this Licence and the Terms & Conditions.

## **6.0 Fair dealing, Database exceptions, and other rights not affected**

**6.1** This Licence does not affect any rights that You or anyone else may independently have under any applicable law to make any use of this Database, including without limitation:

- a.** Exceptions to the Database Right including: Extraction of Contents from non-electronic Databases for private purposes, Extraction for purposes of illustration for teaching or scientific research, and Extraction or Re-utilisation for public security or an administrative or judicial procedure.
- b.** Fair dealing, fair use, or any other legally recognised limitation or exception to infringement of copyright or other applicable laws.

**6.2** This Licence does not affect any rights of lawful users to Extract and Re-utilise insubstantial parts of the Contents, evaluated quantitatively or qualitatively, for any purposes whatsoever, including creating a Derivative Database (subject to other rights over the Contents, see Section 2.5). The repeated and systematic Extraction or Re-utilisation of insubstantial parts of the Contents may however amount to the Extraction or Re-utilisation of a Substantial part of the Contents.

## **7.0 Warranties and Disclaimer**

**7.1** The Database is licensed by the Licensor “as is” and without any warranty of any kind, either express, implied, or arising by statute, custom, course of dealing, or trade usage. Licensor specifically disclaims any and all implied warranties or conditions of title, non-infringement, accuracy or completeness, the presence or absence of errors, fitness for a particular purpose, merchantability, or otherwise. Some jurisdictions do not allow the exclusion of implied warranties, so this exclusion may not apply to You.

## **8.0 Assignment**

- 8.1** This Licence is personal to You and You shall not assign, transfer, mortgage, charge, sub-contract, sub-licence, declare a trust or deal in any other manner with any of its rights and obligations under this Licence without the prior written consent of the Licensor.
- 8.2** You confirm that you are acting on Your own behalf and not for the benefit of any other persons.
- 8.3** The Licensor may at any time assign, transfer, mortgage, charge, sub-contract, declare a trust of or deal in any other manner with any of its rights and obligations under this Licence without the Your consent.

## **9.0 Limitation of liability**

- 9.1** Subject to any liability that may not be excluded or limited by law, the Licensor is not liable for, and expressly excludes, all liability for loss or damage however and whenever caused to anyone by any use under this Licence, whether by You or by anyone else, and whether caused by any fault on the part of the Licensor or not. This exclusion of liability includes, but is not limited to, any special, incidental, consequential, punitive, or exemplary damages such as loss of revenue, data, anticipated profits, and lost business. This exclusion applies even if the Licensor has been advised of the possibility of such damages.
- 9.2** If liability may not be excluded by law, it is limited to actual and direct financial loss to the extent it is caused by proved negligence on the part of the Licensor.

## **10.0 Term and termination**

- 10.1** This Licence shall commence on the Commencement Date. Unless terminated earlier in accordance with clause 10.2 or this clause 10.1, this Licence shall continue for the Initial Period and shall automatically extend for a Renewal Period at the end of the Initial Period and at the end of each Renewal Period, in accordance with the Supplier's Terms & Conditions.
- 10.2** Without prejudice to any rights that have accrued under this Licence or any of its rights or remedies, the Licensor may terminate this Licence with immediate effect by giving written notice to You if:
- a.** You fail to pay any amount due under the Terms & Conditions on the due date for payment and remains in default not less than 28 days after being notified in writing to make that payment;



- b.** Seek to cancel or downgrade from the Analytics Commercial subscription plan.
- c.** You commit a material breach of any term of this Licence (other than failure to pay any amounts due under the Terms & Conditions) and (if that breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so.
- d.** You:
  - i.** (being a company) are deemed unable to pay Your debts within the meaning of section 123 of the Insolvency Act 1986;
  - ii.** (being an individual) are deemed either unable to pay Your debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986; or
  - iii.** (being a partnership) has any partner to whom suspends, or threatens to suspend, payment of its debts.

**10.3** Any provision of this Licence that expressly or by implication is intended to come into or continue in force on or after termination of this Licence shall remain in full force and effect.

**10.4** On any termination of this Licence for any reason or expiry of the Term:

- a.** You shall as soon as reasonably practicable return, delete or destroy (as directed in writing by the other party) all data, information, software, and other materials provided to You under the Terms & Conditions or this Licence and in connection with this Licence including all materials containing or based on the the Licensor's Confidential Information; and
- b.** without limiting the effect of clause 10.4a, You shall as soon as reasonably practicable ensure that the Database, its Contents and Derivative Data are deleted from the Your Systems.

and any electronic data shall be considered deleted, for the purpose of this clause 10.4, where it has been put beyond use by the deleting party.

**10.5** For the avoidance of doubt, Persons who have received the Database, the whole or a Substantial part of the Contents, Derivative Databases, or the Database as part of a Collective Database from You under this Licence will not have their licences terminated provided their use is in full compliance with this Licence. Clauses 1.0, 2.0, 7.0, 8.0, 10.0 and 11.0 will survive any termination of this Licence.

**10.6** Unless terminated under Clause 10.1, this Licence is granted to You for the duration of applicable rights in the Database.

**10.7** Notwithstanding the above, Licensor reserves the right to release the Database under different licence terms or to stop distributing or making available the Database. Releasing the Database under different licence terms or stopping the distribution of the Database will not withdraw this Licence (or any other licence that has been, or is required to be, granted under the terms of this Licence), and this Licence will continue in full force and effect unless terminated as stated above.

## **11.0 General**

**11.1 Force majeure.** Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Licence if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 2 months, the party not affected may terminate this agreement by giving 14 days' written notice to the affected party.

**11.2 Severance.** If any provision or part-provision of this Licence is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Licence.

**11.3** If any provision or part-provision of this agreement is deemed deleted under clause 11.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

**11.4 No Partnership or Agency.** Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party

**11.5 Entire Agreement.** This Licence together with the documents referred to herein constitutes the entire agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

**11.6** If You are in breach of the terms of this Licence, You will not be entitled to rely on the terms of this Licence or to complain of any breach by the Licensor.

**11.7 Variation.** Except as expressly provided in this Agreement, no variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

- 11.8 Governing Law.** This 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 the law of England and Wales.
- 11.9 Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Licence or its subject matter or formation (including non-contractual disputes or claims).
- 11.10 Text Attribution.** The text in this document is adapted from the Open Data Commons Open Database License (ODbL) which is licensed under the Creative Commons Attribution 4.0 International license.