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For the avoidance of doubt the full licensing terms for each supplier are attached and the nature of the licence (including the number of years and users included) obtained is described in the receipt provided on ordering.

Data Licence Agreement

All terms and conditions should be carefully read before using the data. Use of the data indicates your acceptance of all relevant terms and conditions. If you do not agree with them, you should promptly return the data and remove any copies from your system(s). On notification your money will be refunded.

Understanding Licences

If, having read the licences, you require further details on their implications or on other licences which may be available to cover extended usage such as publishing then don't hesitate to contact us. Any information given at the aforementioned site is purely for assistance and in no way excludes you from any obligation to read and meet the terms in the relevant supplier licence document.

Liability

Your use of the digital data provided by The Map Centre is at your own risk. Please read any warnings given about the limitations of the datasets. If the disk or file on which data is delivered to you is corrupt or is otherwise unusable then we will replace it provided that you contact us within one month of your licence purchase.

Except as stated above, The Map Centre gives no warranty as to the quality or accuracy of the data, the medium on which it is provided or its suitability for any use. Supplier licences should be consulted for any admission of or exclusion from liability on their part as the owners of the data. All implied conditions relating to the quality or suitability of the Data Set(s) and the medium, and all liabilities arising from the supply of the Data Set(s) (including any liability arising in negligence) are excluded to the fullest extent permitted by law.

Except as stated above, The Map Centre accepts no liability for any loss or damage which may be caused by the condition of the disk or file in which digital data is provided to you and you are expected to operate suitable anti-virus software before loading it into your computer system.

You are responsible for ensuring that the form of the information you have ordered is compatible with your computer system and any other data with which the information is to be used. With the exception of any other separate contractual undertakings, The Map Centre accepts no responsibility for maintenance or technical support.

Supplier Specific Licences:

Schedule 1: [Ordnance Survey](#) [\[Standard Licensed Use\]](#) [\[Infrastructure Body\]](#) [\[Public Body\]](#)
[\[Ancilliary Rights \(Contractor\)\]](#) [\[Dataset Specific Terms\]](#)

Schedule 2: [BGS – British Geological Survey](#)

Schedule 3: [Aerial](#) [\[Getmapping PLC\]](#) [\[Bluesky\]](#) [\[Cities Revealed\]](#)

Schedule 4: [Height](#) [\[NEXTmap Britain\]](#) [\[Environment Agency\]](#) [\[Cities Revealed\]](#) [\[WS Atkins LTD\]](#)

Schedule 5: [Land and Property Services \(formerly Ordnance Survey\) Northern Ireland](#)

Schedule 6: [The GeoInformation Group](#) [\[UKMap\]](#)

SCHEDULE 1.1:

Ordnance Survey: Standard Licensed Use

THE MAP CENTRE Licensed Partner Licence No.: 100018971



1 Licensed Use

1.1 The Customer's Licensed Use of Licensed Data is:

1.1.1 Business Use as set out in paragraph 2; and

1.1.2 Limited External Use as set out in paragraph 3.

2 Business Use

2.1 Business Use is the use of Licensed Data solely for the internal administration and operation of the Customer's business.

2.2 Business Use does not entitle the Customer to make available or to provide Licensed Data to third parties.

3 Limited External Use

3.1 Limited External Use is, subject to paragraph 3.2, the use of Licensed Data:

3.1.1 **to promote** the Customer's own business by generating a map which demonstrates one or more of the following:

- a) the location of the premises and static assets which the Customer owns, leases or manages;
- b) the location of a bespoke event organised by the Customer up to and for the duration of the event;
- c) directions or routes (which are not specific to any particular customer or third party) to the premises or static assets in paragraph 3.1.1 (a) or event in paragraph 3.1.1 (b);
- d) the scope of the Customer's area of operation;

3.1.2 **to report** on the Customer's own business by including a map in:

- a) an annual report on the affairs of the Customer's business or for accounting purposes, in each case produced to comply with a statutory obligation (including, without limitation, section 415 of the *Companies Act 2006*); and/or
- b) a report to be submitted to a regulatory body to which the Customer is subject in order to meet that regulatory body's requirements; and/or

3.1.3 **to include a map within any professional services** provided by the Customer to its clients, such map only to be used (in the case of a business client) for the internal administration and operation of such client's business.

3.2 Limited External Use is subject to the following conditions:

- 3.2.1 any map generated in accordance with paragraph 3.1 shall not comprise:
- a) a service or product in itself; or
 - b) a significant part of any product or service offered by the Customer; or
 - c) a service or product (or significant part of any product or service) provided on behalf of a third party;

3.2.2 the map shall be in a raster format and the Customer shall use its reasonable endeavours to prevent third parties from being able to edit the map or from extracting Licensed Data from the map;

3.2.3 the map shall not be of a larger scale or area and shall not contain a larger number of features than is reasonable for it to fulfil its function;

3.2.4 the Customer shall display additional information on or with the map, which information facilitates the purposes in paragraphs 3.1.1 to 3.1.3;

3.2.5 the Customer shall not receive any direct payment, credit or money's worth as a result of allowing third parties to access, view or use the map but, for maps generated in accordance with paragraph 3.1.1, the Customer shall be entitled to use the map in conjunction with advertisements that are not illegal, deceptive, misleading, unethical or detrimental to the reputation of the Licensed Data and/or us; and

3.2.6 for the avoidance of doubt, the Customer shall ensure that acknowledgements of copyright and database right ownership are included in a conspicuous position in all copies of the Licensed Data.

SCHEDULE 1.2:

Ordnance Survey: Infrastructure Body Licensed Use

THE MAP CENTRE Licensed Partner Licence No.: 100018971



- 1 Licensed Use**
- 1.1 The Customer's Licensed Use of Licensed Data is:
- 1.1.1 Business Use (as set out in paragraph 2 of Appendix 1);
- 1.1.2 Limited External Use (as set out in paragraph 3 of Appendix 1);
- 1.1.3 Statutory Use as set out in paragraph 2; and
- 1.1.4 Public and Infrastructure Data Sharing as set out in paragraph 3.
- 2 Statutory Use**
- 2.1 Statutory Use is the use of Licensed Data solely to satisfy an express written obligation imposed by a formal written enactment of a legislative authority that governs the United Kingdom of Great Britain and Northern Ireland, Scotland, Wales, and/or Northern Ireland to which the Customer is subject which requires the use of the Licensed Data to meet that obligation but only to the extent required by that obligation (a **Relevant Enactment**).
- 2.2 Statutory Use is subject to the following conditions:
- 2.2.1 the obligations in paragraphs 3.2.2, 3.2.3, 3.2.4 and 3.2.6 of Appendix 1 shall apply;
- 2.2.2 the Customer shall maintain a written record of its Statutory Use and upon our or your written request shall provide a copy of that written record to us; and 2.2.3 the Customer shall not receive any direct or indirect payment, credit or money's worth for the Statutory Use other than any charge which it is entitled to impose in accordance with the Relevant Enactment.
- 3 Public and Infrastructure Data Sharing**
- 3.1 Public and Infrastructure Data Sharing is the supply to an Infrastructure Body or Public Body and receipt from an Infrastructure Body of copies of any Licensed Data (which, for the avoidance of doubt, includes any of our Intellectual Property Rights in any Data created using Licensed Data).
- 3.2 Public and Infrastructure Data Sharing is subject to the following conditions:
- 3.2.1 **Sharing Party** means the Public Body or Infrastructure Body (as applicable) supplying Licensed Data or to whom Licensed Data is supplied, in accordance with paragraph 3.1 above;
- 3.2.2 both the Customer and the Sharing Party must be licensed for Business Use or Public Sector Use for the same area of coverage of the same Licensed Data being supplied and/or received;
- 3.2.3 the Customer shall obtain written confirmation from the Sharing Party to whom it is supplying Licensed Data that the Sharing Party is licensed for Business Use or Public Sector Use as set out in Appendix 3, for the same area of coverage of the same Licensed Data being supplied;
- 3.2.4 the use of the Licensed Data received by the Customer from an Infrastructure Body shall be governed by the Customer's Sub-licence for that Licensed Data;
- 3.2.5 the Customer shall maintain a written record of:
- a) the names and addresses of Sharing Parties from whom it has received or to whom it has supplied Licensed Data;
- b) the Licensed Data which was received by it from and/or supplied by it to the Sharing Parties; and
- c) when the Licensed Data was received by it from and/or supplied by it to the Sharing Parties,
- and upon our written request it shall provide a copy of that written record to us;
- 3.2.6 the Customer shall not receive any direct or indirect payment, credit or money's worth for the supply of Licensed Data to a Sharing Party;
- 3.2.7 subject to Clause 12.1 of the Framework, we shall have no liability to the Customer or the Sharing Party in respect of the Licensed Data received from and/or supplied to a Sharing Party; and
- 3.2.8 for the avoidance of doubt, the Customer shall comply with Clause 6.3 of the Framework.

SCHEDULE 1.3:

Ordnance Survey: Public Body Licensed Use

THE MAP CENTRE Licensed Partner Licence No.: 100018971



1 Licensed Use

- 1.1 The Customer's Licensed Use of Licensed Data is:
- 1.2 Business Use (as set out in paragraph 2 of Appendix 1); and
- 1.3 Public Sector Use as set out in paragraph 3.

2 Definitions

- 2.1 In this Appendix 3:
 - 2.1.1 **Commercial Activity** means any activity which involves or is intended to involve Financial Gain;
 - 2.1.2 **Competing Activity** means where the Customer is using Licensed Data under this Licence in an activity which:
 - a) competes with an activity of a third party that is licensed for Licensed Data;
 - b) is reasonably likely to compete with an activity of a third party that is licensed or to be licensed for Licensed Data; or
 - c) competes with or substitutes or is reasonably likely to compete with or substitute any of our products and/or services (such products and/or services to be notified by us to you and/or Customers from time to time).
 - 2.1.3 **Core Business** means any public sector activity in central and local government and health services, excluding Commercial Activities and/or Competing Activities.
 - 2.1.4 **End User** means a person entering into an End User Licence with a Customer licensed under this Appendix 3.
 - 2.1.5 **End User Licence** means the Public Sector End User Licence Agreement available on our Website (the term of which shall not exceed the term of the Customer's Sub-licence for Licensed Data).
 - 2.1.6 **End User Purpose** means a specific project or activity required to deliver or support the delivery of Core Business by a Customer and that has been specified in and which is permitted by the End User Licence.

2.1.7 **Financial Gain** means any revenue or credit received which exceeds the Customer's incremental costs of supplying or making available to a recipient any copy of any Licensed Data. Financial Gain does not include any receipts from Statutory Charges.

2.1.8 **Royal Mail Data** means data or Intellectual Property Rights owned by Royal Mail Group Limited or Royal Mail Group plc (or which Royal Mail Group Limited or Royal Mail Group plc licenses from a third party), which are incorporated in any of the Licensed Data.

2.1.9 **Statutory Charge** means charges which a Customer is expressly permitted to charge pursuant to a formal written enactment of a legislative authority that governs the United Kingdom of Great Britain and Northern Ireland, Scotland, Wales, and/or Northern Ireland to which a Customer is subject.

2.2 For the avoidance of doubt, references to Licensed Data in paragraphs 3, 4 and 5 shall include Data created using Licensed Data, to the extent that the Data created incorporates Intellectual Property Rights owned by us or delegated to us by the Controller of Her Majesty's Stationery Office, provided that this paragraph is subject to paragraph 2.3.

2.3 Where paragraphs 3.2.3 and 6.1.2 refer to Licensed Data, such reference is limited to Data created using Licensed Data to the extent that the Data created incorporates Intellectual Property Rights owned by us or delegated to us by the Controller of Her Majesty's Stationery Office.

3 Public Sector Use

3.1 Public Sector Use is the use of Licensed Data to support delivery of or to deliver a Customer's Core Business.

3.2 Public Sector Use does not entitle a Customer to make available or to provide Licensed Data to third parties, save as follows:

3.2.1 in accordance with the Public Sector Data Sharing provisions in paragraph 4;

3.2.2 in accordance with the End User Licensing provisions in paragraph 5; and

3.2.3 where a Customer makes Licensed Data (specifically excluding Royal Mail Data or Points of Interest Data) available for public viewing (whether by way of the internet or otherwise), in either hard copy form and/or as a raster file, or as a copy protected vector file, where such display forms part of a Customer's Core Business and the Customer complies with the obligations in paragraph 6.

4 Public Sector Data Sharing

4.1 Public Sector Data Sharing is the supply to any third party (including Infrastructure Bodies and Public Bodies) and receipt from Infrastructure Bodies of copies of any Licensed Data.

4.2 Public Sector Data Sharing is subject to the following conditions:

4.2.1 **Sharing Party** means the third party to whom Licensed Data is supplied or Infrastructure Body from whom Licensed Data is received pursuant to this paragraph 4;

4.2.2 both the Customer and the Sharing Party must be licensed for Business Use or Public Sector Use for the same area of coverage of the same Licensed Data being supplied and/or received;

4.2.3 the Customer shall obtain written confirmation from the third party to whom the Customer is supplying Licensed Data that the third party is licensed for Business Use or Public Sector Use for the same area of coverage of the same Licensed Data being supplied;

4.2.4 the use of the Licensed Data received by the Customer from an Infrastructure Body shall be governed by the terms of the Customer's Sub-licence;

4.2.5 the supply by the Customer to a third party is to support delivery of or to deliver the Customer's Core Business;

4.2.6 the Customer shall maintain a written record of:

- a) the names and addresses of Sharing Parties from whom it has received or to whom it has supplied Licensed Data;
- b) the Licensed Data which was received by it from and/or supplied by it to the Sharing Parties; and
- c) when the Licensed Data was received by it from and/or supplied by it to the Sharing Parties, and upon our written request it shall provide a copy of that written record to us; and

4.2.7 subject to Clause 12.1 of the Framework, we shall have no liability to the Customer or the Sharing Party in respect of the Licensed Data received from and/or supplied to a Sharing Party.

5 End User Licensing

5.1 End User Licensing is the supply by the Customer of copies of Licensed Data (specifically excluding Royal Mail Data and Points of Interest Data) to an End User which has entered into and adheres to the terms of an End User Licence for the End User Purpose.

5.2 Prior to providing Licensed Data to an End User, a Customer shall:

5.2.1 ensure that the number of Terminals licensed under its Customer Sub-licence is sufficient to account for the Customer's own Licensed Use and the additional number of Terminals required by its End Users; or

5.2.2 extend the number of Terminals licensed under the Customer Sub-licence to ensure compliance with 5.2.1 above.

5.3 In making Licensed Data available under this paragraph 5, the Customer shall comply with paragraph 6.1.2(d).

6 Customer Obligations

6.1 In addition to the other Customer obligations set out in the Framework and this Contract, the Customer shall ensure that:

6.1.1 for the avoidance of doubt, copyright, database right and trade mark acknowledgements (in accordance with Clause 6 of the Framework) are included on the Licensed Data and on any copies the Customer or End User produces;

6.1.2 where the Customer makes Licensed Data publicly available in accordance with paragraph 3.2.3 above:

- a) in relation to Licensed Data made available as a raster file or a copy protected vector file only, the Customer shall, subject to (c) below, ensure that the following licence conditions are accepted by the viewer before it views the Licensed Data:
 - i) the Licensed Data is made available solely for viewing;
 - ii) the licence granted to the viewer shall grant no rights greater than a non-exclusive, royalty free, revocable licence to view the Licensed Data for non-commercial purposes for the period during which the Customer makes it available;

- iii) the viewer shall not be permitted to and shall not copy, sub-license, distribute, sell or otherwise make available the Licensed Data to third parties in any form; and
- iv) third party rights to enforce the terms of the licence shall be reserved to us;
- b) in relation to Licensed Data made available in hard copy form (save where hard copies are displayed for members of the public to view but not to take away (for example, on a public display board)), the Customer shall, subject to clause (c) below, ensure that the following licence condition is accepted by the viewer, prior to or at the same time as it views the Licensed Data:
 - 'the viewer shall not be permitted to copy, sub-license, distribute or sell the Licensed Data to third parties in any form';
- c) in relation to the Customer's obligation to ensure that the licence conditions in (a) and (b) above are accepted by the viewer, the Customer shall be deemed to have complied with such obligation where either:
 - i) in respect of Licensed Data made available in hard copy form pursuant to (b) above, the condition set out in (b) is set out in legible font and in a conspicuous position on the hard copy; or
 - ii) in respect of Licensed Data made available as a raster file or a copy protected vector file pursuant to clause (a) above, the phrase 'Use of this data is subject to terms and conditions' is set out (in legible font and in a conspicuous position) on the electronic copy of each mapping image presented on screen, and such phrase provides a clear hyperlink to a copy of the conditions set out in (a) above; and
- d) a background watermark to identify the source of the Licensed Data is included on any electronic copies (including publication on the internet) of Licensed Data at map scales of 1:10 000 or larger scale. The watermark must appear at least once and cover at least 10% of the map image reproduced.

Competing Activity or Commercial Activity. Such steps may include the action set out in paragraph 7.3 below and/or suspending the licence granted under the Customer's Sub-licence to the minimum extent necessary to prevent the Competing Activity or Commercial Activity. Where there is any dispute as to the existence of a Competing Activity, the decision of the Director General of Ordnance Survey as to the existence of a Competing Activity shall be final and conclusive.

- 7.3 Where the Customer's use of Licensed Data is or is likely to constitute a Competing Activity or a Commercial Activity, the Customer shall either:
 - 7.3.1 enter into a separate appropriate licence or Sub-licence; or
 - 7.3.2 amend its planned or current use of the relevant Licensed Data so as to resolve the problem identified to our reasonable satisfaction.
- 7.4 The Customer shall indemnify us against all liabilities, damages, penalties, costs, expenses or other loss suffered or incurred by us in relation to any breach or alleged breach by us of competition law to the extent such loss results from the Customer's breach of paragraph 7. Nothing in the Customer's Sub-licence shall limit or exclude the Customer's liability to us under this indemnity.

7 Competing Activities and Commercial Activities

- 7.1 Nothing in this Appendix permits the Customer or any person to use the Licensed Data for any Commercial Activities or Competing Activities.
- 7.2 Where we reasonably consider that the Customer's proposed or current use of the Licensed Data is or is likely to be a Competing Activity or Commercial Activity, we may take such steps as we reasonably consider are necessary in relation to the

SCHEDULE 1.4:

Ordnance Survey: Ancillary Rights to Customer’s Licensed Use
 THE MAP CENTRE Licensed Partner Licence No.: 100018971



1 Customer Contractor Rights

Customers may sublicense Licensed Data to Customer Contractors solely for the purpose of the Customer Contractor providing, or tendering to provide, the Customer with goods or services for the Customer’s Licensed Use. Customers are subject to and comply with the obligations set out in paragraphs 1.1 to 1.6.

1.1 Number of Terminals

Prior to providing Licensed Data to a Customer Contractor, a Customer shall:
 1.1.1 ensure that the number of Terminals licensed under its Customer Sub-licence is sufficient to account for the Customer’s own Licensed Use and the additional number of Terminals required by its Customer Contractor; or

1.1.2 extend the number of Terminals licensed under the Customer Sub-licence to ensure compliance with 1.1.1 above.

1.2 Digital Form

If the Customer provides the Customer Contractor with Licensed Data in a digital form, the Customer shall ensure the Customer Contractor enters into a formal written agreement (before it has access to any Licensed Data) which contains provisions equivalent to those in and required by Clause 5.4.1 (a) to (f) of the Framework (which, for the avoidance of doubt shall include obligations in relation to copyright and database right acknowledgments equivalent to Clause 6.3 of the Framework).

1.3 Sharing of Licensed Data between Customer Contractors

Except in relation to Address Datasets, Points of Interest Data and Land-Form PROFILE Plus Data, the Customer may grant its Customer Contractors the right to supply and receive copies of Licensed Data in a digital form to and from other Customer Contractors provided that:

1.3.1 both Customer Contractors are licensed by the Customer for the Licensed Data being supplied and/or received;

1.3.2 the goods or services which each Customer Contractor is providing, or tendering to provide to the Customer shall each form part of a larger project or related series of works required by the Customer;

1.3.3 a Customer Contractor uses copies of Licensed Data supplied by another Customer Contractor solely for the purpose of providing or tendering to provide goods or services to the Customer as part of the Customer’s Licensed Use;

1.3.4 the use by a Customer Contractor of Licensed Data supplied by another Customer Contractor shall be governed by its agreement with the Customer, referred to in paragraph 1.2;

1.3.5 a Customer Contractor shall not receive any direct or indirect payment, credit or money’s worth for the supply of the Licensed Data to another Customer Contractor; and

1.3.6 a Customer Contractor shall, prior to supplying any Licensed Data to another Customer Contractor, obtain written confirmation from the Customer that (a) the other Customer Contractor is licensed by the Customer for the Licensed Data being supplied, and (b) the goods or services which each Customer Contractor is providing, or tendering to provide to the Customer each forms part of a larger project or related series of works required by the Customer.

1.4 Paper Copies

If the Customer provides the Customer Contractor with Licensed Data in paper form (referred to in this paragraph 1.4 and paragraph 1.5 as ‘Paper Copies’), the Customer shall not be required to enter into a formal written agreement with the Customer Contractor provided that the Customer ensures that:

1.4.1 the Customer Contractor uses the Paper Copies solely for the purposes of providing, or tendering to provide, the Customer with goods or services for the Customer’s Licensed Use;

1.4.2 the Paper Copies only cover an area that is proportionate to the amount of goods or services that the Customer Contractor is engaged to provide;

- 1.4.3 the Customer Contractor is not permitted to and shall not copy, sub-license, distribute, sell or otherwise make available the Paper Copies to third parties in any form;
- 1.4.4 the Customer Contractor destroys or returns to the Customer all such Paper Copies immediately upon: a) its completion of the tender or provision of goods or services referred to in paragraph 1.4.1; or b) expiry or termination of this Agreement or Contract, whichever is the sooner, and provides, at the Customer's request, a sworn statement by a duly authorized person that it no longer holds any such Paper Copies;
- 1.4.5 neither the Customer nor the Customer Contractor shall receive any direct or indirect payment, credit or money's worth for the supply of Paper Copies; and
- 1.4.6 the Paper Copies are marked in accordance with Clause 6.3 of the Framework and contain a statement stipulating that the Customer Contractor is permitted to use the Paper Copies solely for the purpose of assisting it with the delivery to the Customer of the goods or services it is engaged to provide.
- 1.5 The Customer may permit its Customer Contractor to supply Paper Copies to any third party provided that the Customer Contractor ensures that:
- 1.5.1 such third party is engaged to provide:
- a) all or part of the works that the Customer Contractor is engaged to provide to the Customer (referred to in this paragraph 1.5.1 as the 'Works');
- b) part of a larger project (which also includes the Works); or
- c) works which, together with the Works, are part of a series of works required by the Customer, and uses the Paper Copies solely for the purpose of providing a), b) or c) above to the Customer for the Customer's Licensed Use;
- 1.5.2 such third party agrees to comply with terms no less onerous than those set out in paragraphs 1.4.1 to 1.4.6 with respect to its use of Paper Copies under paragraph 1.5.1 above. For the purposes of this paragraph, references in paragraphs 1.4.1 to 1.4.6 to:
- a) 'Customer' shall mean 'Customer Contractor';
- b) 'Customer Contractor' shall mean the third party to whom Paper Copies are supplied under this paragraph; and
- c) 'Agreement or Contract' shall mean the licence between the Customer and its Customer Contractor.
- 1.6 **Liability for Customer Contractors**
- Liability under Clause 5.7.3 of the Framework shall extend to and include acts and omissions of Customer Contractors.
- 2 Free to Use Data**
- 2.1 **Licence for Free to Use Data**
- Subject to paragraphs 2.2 and 2.3 and you the Customers comply with the provisions of paragraphs 2.2 and 2.3, Customers are granted a non-exclusive, royalty-free, perpetual licence to use and sub-license Intellectual Property Rights in Free to Use Data that are owned by us or delegated to us by the Controller of Her Majesty's Stationery Office.
- 2.2 **Conditions of Free to Use Data**
- Notwithstanding anything within the Agreement to the contrary, the terms of the Agreement shall not apply to the Customer's and its sub-licensees' use of Free to Use Data, save for the following terms of this paragraph 2.2:
- 2.2.1 the licence granted in paragraph 2.1 shall entitle neither you nor your sub-licensees to (and you shall procure that no sub-licensee shall) re-create, reproduce or represent any Feature Attribution or any Feature in any Topographic Dataset (or any substitution of such Feature Attribution or Feature);
- 2.2.2 subject to Clause 12.1 of the Framework, we shall have no liability in respect of the Customer's or any of the Customer's sublicensees' use of Free to Use Data and are indemnified from and against all costs, expenses, damages, losses or liabilities incurred or suffered by us arising out of any third party dispute or claim in connection with the Free to Use Data (including, without limitation, any product liability claim); and
- 2.2.3 Customers must acknowledge the copyright and the source of the Free to Use Data by including the following attribution statement: 'Contains Ordnance Survey data © Crown copyright and database rights [year of issue]'. Customers shall include the same acknowledgement requirement in any sublicences of the Free to Use Data that they grant, and a requirement that any further sub-licences do the same.
- 2.3 **Guidance on Free to Use Data**

Where Customers are in any doubt as to whether or not something constitutes Free to Use Data, Customers shall consult us for guidance.

3 Customer Data

Where a Customer creates Data using or in conjunction with Licensed Data, and such Data:

3.1 does not incorporate or infringe any Intellectual Property Rights in the Licensed Data; and

3.2 can be used independently of the Licensed Data, such Data shall not be subject to the terms of this Agreement or the Customer's Sub-licence. Examples of Data that this paragraph applies to may be found on our Website.

4 Public Data Sharing

Where Customers receive any Licensed Data (which, for the avoidance of doubt, includes any of our Intellectual Property Rights in any Data created using Licensed Data) from Public Bodies Customers may be licensed for such Licensed Data provided that:

4.1 the Customer and the Public Body are licensed for the same area of coverage of the same Licensed Data being supplied by the Public Body;

4.2 the licence to such Licensed Data which you the Customer are granted shall be as set out in and subject to the terms of this Contract;

4.3 the Customer shall maintain a written record of:

4.3.1 the names and addresses of Public Bodies from whom the Customer has received Licensed Data;

4.3.2 the Licensed Data which was received by the Customer from the Public Body; and

4.3.3 when the Licensed Data was received by the Customer from the Public Body;

4.4 you shall:

4.4.1 require Customers to retain the written records referred to in paragraph 4.3 for such time as Customers continue to use such Licensed Data or retain an archive of it in accordance with paragraph 5;

4.4.2 require Customers to provide the provider/us with a copy of such Licensed Data and the written record maintained by the Customer in accordance with paragraph 4.3 upon written request being made by you and/or us; and

4.4.3 reserve third party rights for Ordnance Survey to directly enforce the relevant clauses of the Customer Sub-licence which reflect paragraphs 4.3 and 4.4;

4.5 subject to Clause 12.1 of the Framework, we shall have no obligation or liability to Customers in respect of the Licensed Data received by a Customer from a Public Body; and

4.6 for the avoidance of doubt, save where expressly permitted under the Agreement, this Agreement does not entitle Customers to be licensed to receive and/or use Licensed Data from any other third party.

5 Archive Rights

Customers are permitted to retain (and, save in relation to Address Datasets, to permit their Customer Contractors to retain) the Licensed Data after termination of their Sub-licence in accordance with and subject to Clause 10.7.2 of the Framework.

SCHEDULE 1.5:

Ordnance Survey: Dataset Specific Terms

THE MAP CENTRE Licensed Partner Licence No.: 100018971



Part A: Datasets other than Datasets with Third Party Content

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| <p>1 OS MasterMap Topography Layer</p> <p>1.1 Where the Licensed Data includes OS MasterMap Topography Layer, the terms in this paragraph 1 apply in addition to the other terms of this Contract.</p> <p>1.2 Subject to paragraphs 1.3 to 1.5 below, Laser Surveys Ltd licences (but for the avoidance of doubt, does not supply) to the Customer Ordnance Survey Data known as Land-Line® and/or Land-Line.Plus® (Land-Line Data). Land-Line Data is no longer supplied or maintained by us.</p> <p>1.3 Land-Line Data sub-licensed to the Customer in accordance with paragraph 1.2 above shall:</p> <p>1.3.1 be limited to the Customer's existing holdings of Land-Line Data; and</p> <p>1.3.2 not exceed the area covered by the Customer's licence for OS MasterMap Topography Layer.</p> <p>1.4 The Customer shall be entitled to use Land-Line Data as if it were Licensed Data and references to 'Licensed Data' within the Contract shall be construed to include Land-Line Data, provided that:</p> <p>1.4.1 we shall not be obliged to supply or deliver the Land-Line Data nor Land-Line Data Updates;</p> <p>1.4.2 we give no warranty in respect of Land-Line Data; and</p> <p>1.4.3 subject to Clause 12.1 of the Framework, we shall have no liability for any loss the Customer suffer as a result of any use, loss, deletion or destruction of Land-Line Data or as a result of us not supplying or updating Land-Line Data.</p> <p>1.5 There is no maximum number of Terminals upon which Land-Line Data may be used.</p> | <p>2 OS MasterMap Integrated Transport Network Layer</p> <p>2.1 Where the Licensed Data includes OS MasterMap Integrated Transport Network Layer, the terms in this paragraph 2 apply in addition to the other terms of this Contract.</p> <p>2.2 Subject to paragraphs 2.3 to 2.5 below, Laser Surveys Ltd licenses (but for the avoidance of doubt, does not supply) to the Customer Ordnance Survey Data known as OSCAR Traffic Manager® and OSCAR Asset Manager® (OSCAR Data). OSCAR Data is no longer supplied or maintained by us.</p> <p>2.3 OSCAR Data licensed to the Customer in accordance with paragraph 2.2 above shall:</p> <p>2.3.1 not exceed the area covered by the Customer's licence for OS MasterMap Integrated Transport Network Layer; and 2.3.2 be limited to the Customer's existing holdings of OSCAR Data.</p> <p>2.4 The Customer shall be entitled to use OSCAR Data as if it were Licensed Data and references to 'Licensed Data' within the Contract shall be construed to include OSCAR Data, provided that:</p> <p>2.4.1 we shall not be obliged to supply or deliver the OSCAR Data nor OSCAR Data Updates;</p> <p>2.4.2 we give no warranty in respect of OSCAR Data; and</p> <p>2.4.3 subject to Clause 12.1 of the Framework, we shall have no liability for any loss or damages the Customer suffer as a result of any use, loss, deletion or destruction of OSCAR Data or as a result of us not supplying or updating OSCAR Data.</p> <p>2.5 There is no maximum number of Terminals upon which OSCAR Data may be used.</p> |
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Part B: Datasets with Third Party Content

1 Datasets with Third Party Content

1.1 The licence terms for Datasets with Third Party Content may be varied from time to time in accordance with Clause 8 of the Framework.

2 Code-Point with polygons

2.1 Where the Licensed Data includes Code-Point with polygons, the terms in this paragraph 2 apply in addition to the other terms of this Contract. Where there is any conflict between the terms of this paragraph 2 and the terms of the Contract, this paragraph 2 shall take precedence. In particular, Licensed Use is restricted as set out in paragraph 2.2 below.

2.2 Laser Surveys Ltd is precluded from copying, extracting, creating, aggregating or compiling Postcode Areas, Postcode Districts, Postcode Sectors or alternatives or substitutes for any of them from Code-Point with polygons data.

2.3 In this paragraph 2:

2.3.1 **Postcode** means the single alphanumeric code owned and developed by Royal Mail Group plc and allocated by Royal Mail Group plc to identify an address or number of addresses (for example SO16 0AS).

2.3.2 **Postcode Area** means the area uniquely identified by the outward part of the Postcode comprising the first alphabetic character or first two alphabetic characters (for example, SO, from SO16 0AS).

2.3.3 **Postcode District** means a sub-area of a Postcode Area, identified by the Postcode Area together with the numeric, alphabetic or alphanumeric part immediately following the Postcode Area, in the outward part of the Postcode (for example, SO16, from SO16 0AS).

2.3.4 **Postcode Sector** means a sub-area of a Postcode District, identified by the Postcode District together with the number third from the end of a full Postcode (for example, SO16 0, from SO16 0AS).

3 Land-Form PROFILE Plus

3.1 Where the Licensed Data includes Land-Form PROFILE Plus, the terms of this paragraph 3 apply in addition to the other terms of this Contract. Where there is any conflict between the terms of this paragraph 3 and the terms of the Contract, this paragraph 3 shall take precedence. In

particular, Licensed Use is varied as set out in paragraph 3.2 below.

3.2 Clause 2.2 of this Contract shall not apply to the Customer's Licensed Use of Land-Form PROFILE Plus. The Customer's Licensed Use of Land-Form PROFILE Plus is a non exclusive, non transferable licence for the following use only for the duration of the Customer's Sub-licence:

3.2.1 the use in accordance with Schedule 1.6; or

3.2.2 the use in accordance with Schedule 1.7 where the Customer is an Infrastructure Body or a Public Body.

3.3 In addition to the copyright notice required by Clause 6.3 of the Framework Customers shall ensure that any light detection and ranging (LiDAR) data in Land-Form PROFILE Plus is described as being from the Environment Agency by including the following acknowledgement in a conspicuous position in all copies of Land-Form PROFILE Plus:

'Land-Form PROFILE® Plus contains LiDAR data provided by the Environment Agency'.

3.4 Customers may Licence Land-Form PROFILE Plus for 1 year or 3 year terms.

3.5 Clauses 10.6.1(c) and 10.7.2 of the Framework, and paragraph 5 of Appendix 1.3 are varied so that following the termination of this Contract neither you the Customer nor your Contractors shall be entitled to archive any Land-Form PROFILE Plus Data.


3.6 Land-Form PROFILE Plus Data is only available in formats to:

3.6.1 Customers in the form that the data has been supplied by us to you, provided that you may select or 'cut' a smaller geographic area to suit the Customer's requirements; and

3.7 Paragraphs 1.3 and 1.4 of Schedule 1.3 shall not apply to Land-Form PROFILE Plus.

4 Points of Interest

4.1 Where the Licensed Data includes Points of Interest, the terms of this paragraph 4 apply in addition to the other terms of this Contract. Where there is any conflict between the terms of this paragraph 4 and the terms of the Contract, this paragraph 4 shall take precedence. In particular any Licensed Use granted to you the Customer in respect of the Points of Interest Data

- shall be varied and restricted as set out in paragraph 4.4 below.
- 4.2 In this paragraph 4:
- 4.2.1 **Catalist Data** means data owned or licensed by Catalist Limited (company registration 02902982) and whose provenance as Catalist data is capable of being identified within the Points of Interest Data;
- 4.2.2 **DfT Data** means data owned or licensed by the Department for Transport and whose provenance as DfT data is capable of being identified within the Points of Interest Data;
- 4.2.3 **Direct Marketing** means any form of telephone sales, telephone marketing, direct mail, market research or use of circulation list or fax marketing, which is targeted at individuals or businesses;
- 4.2.4 **Excluded Companies** means the following companies:
- a) Agco Limited
 - b) Agricredit Limited
 - c) Blue Sheep Limited
 - d) BOCM
 - e) BP
 - f) BT
 - g) Cellhire plc
 - h) Conduit Limited
 - i) Data Discoveries Limited
 - j) Data HQ
 - k) De Lage Landen Limited
 - l) Dun & Bradstreet Limited
 - m) Enable Media Limited
 - n) Equifax PLC
 - o) Experian Group Limited
 - p) First National Group Limited
 - q) Formpart (MDV) Limited
 - r) Graydon Limited
 - s) ICC Company Information Services Limited
 - t) ING Limited
 - u) LBM Limited
 - v) Microsoft
 - w) Onesource Limited
 - x) Santander UK plc
 - y) Shell
 - z) Syntegra
 - aa) The Number
 - bb) Thomson Directories
 - cc) UK Changes
- dd) Yell Group PLC
- together with any other persons we may notify you from time to time; and
- 4.2.5 **PointX** means PointX Limited (company registration number: 04171543) of 7, Abbey Court, Eagle Way, SOWTON, Exeter, EX2 7HY.
- 4.3 You shall not be entitled to license any Points of Interest Data from us if you are an Excluded Company.
- 4.4 You the Customer shall:
- 4.4.1 not use or display nor permit the use or display of the Points of Interest Data on the internet;
- 4.4.2 not use nor permit the use of the Points of Interest Data for Direct Marketing although this does not preclude the use of the Points of Interest Data for geographic analysis;
- 4.4.3 not use nor permit the use of the Points of Interest Data for any purposes connected with the business of publishing directories on printed or electronic media whose content is primarily either classified listings, classified advertising or 'white pages' (that is, name, address and telephone number data) listings or to provide or enable the provision of a telephone directory enquiry service to the general public;
- 4.4.4 not use nor permit the use of the Points of Interest Data for geocoding or correcting any gazetteer or address list or cleaning such data; and
- 4.4.5 ensure that the following acknowledgements are shown in a conspicuous position in all copies of Points of Interest:
- 'This product includes data licensed from PointX © Database Right/Copyright 20nn and Ordnance Survey © Crown Copyright 20nn. All rights reserved. Licence number 1000189710'.
- 4.5 The acknowledgement required by paragraph 4.4.5 is not required where Points of Interests Data is used solely for Business Use.
- 4.6 You may include the following PointX logo
- ()
- in the Points of Interest Data and the name 'PointX®' to signal your accreditation as a

PointX licensee, and where practicable shall do so to indicate the provenance of the Points of Interest Data. You may use this logo as it appears here, in your corporate stationery, promotional and display material, subject to such specifications as Ordnance Survey may from time to time notify you of. The style and format of the logo may not be changed and the logo should only be used in a way that makes it clear that it is a corporate accreditation rather than an endorsement of a product or service.

- 4.7 You may only license Point of Interest Data containing Catalist Data and/or DfT Data to Public Bodies in accordance with Appendix 1.2.

5 Address Datasets

Where Licensed Data includes any Address Dataset, the terms of Schedule 1.8 apply in addition to the other terms of this Contract. Where there is any conflict between the terms of Schedule 1.8 and the terms of the Contract, Schedule 1.8 shall take precedence. In particular any Licensed Use granted to you the Customer in respect of the Address Datasets shall be varied and restricted as set out in Schedule 1.8.

SCHEDULE 1.6:

Ordnance Survey: Standard Land Form PROFILE® Plus
THE MAP CENTRE Licensed Partner Licence No.: 100018971



- 1 Licensed Use**
- 1.1 The Customer's Licensed Use of Land-Form PROFILE Plus is:
- 1.1.1 Business Use as set out in paragraph 2 of Schedule 1.1; and
- 1.1.2 Limited External Use as set out in paragraph 2 below.
- 2 Limited External Use**
- 2.1 Limited External Use is, subject to paragraph 2.2, the use of Land-Form PROFILE Plus to generate a map:
- 2.1.1 to include in an annual report on the affairs of the Customer's business or for accounting purposes in each case produced to comply with a statutory obligation (including, without limitation, section 415 of the *Companies Act 2006*); and/or
- 2.1.2 to include in a report to be submitted to a regulatory body to which the Customer is subject in order to meet that regulatory body's requirements.
- 2.2 Limited External Use is subject to the following conditions:
- 2.2.1 any map generated in accordance with paragraphs 2.1 shall be for the sole purpose of reporting on the Customer's own business;
- 2.2.2 the map shall be in a raster format and the Customer shall use its reasonable endeavours to prevent third parties from extracting Land-Form PROFILE Plus from the map;
- 2.2.3 the map shall not be of a larger scale or area and shall not contain a larger number of features than is reasonable for it to fulfil its function;
- 2.2.4 the map shall not be capable of being edited by third parties;
- 2.2.5 the Customer shall display additional information on or with the map which information facilitates the purposes in paragraphs 2.1;
- 2.2.6 the Customer shall not receive any directpayment, credit or money's worth as a result of allowing third parties to access, view or use the map; and
- 2.2.7 for the avoidance of doubt, the Customer shall comply with Clauses 4.1.5 and 6.3 of the Framework.

SCHEDULE 1.7:

Ordnance Survey: Public and Infrastructure Bodies Land Form PROFILE® Plus

THE MAP CENTRE Licensed Partner Licence No.: 100018971



- 1 Licensed Use**
- Business Use for the same area of coverage of that Land-Form PROFILE Plus being supplied;
- 1.1 The Customer's Licensed Use of Land-Form PROFILE Plus is:
- 1.1.1 Business Use as set out in paragraph 2 of Appendix 1;
- 1.1.2 Limited External Use as set out in paragraph 2 of Appendix 8; and
- 1.1.3 Public and Infrastructure Data Sharing as set out in paragraph 2 below.
- 2 Public and Infrastructure Data Sharing**
- 2.1 Public and Infrastructure Data Sharing is:
- 2.1.1 (where you are a Public Body) the supply to any Customer and the receipt from an Infrastructure Body or a Public Body of copies of Land-Form PROFILE Plus (which, for the avoidance of doubt, includes any of our or Environment Agency's Intellectual Property Rights in any Data created using Land-Form PROFILE Plus); and
- 2.1.2 (where you are an Infrastructure Body) the supply to an Infrastructure Body or Public Body and receipt from an Infrastructure Body of copies of Land-Form PROFILE Plus (which, for the avoidance of doubt, includes any of our or Environment Agency's Intellectual Property Rights in any Data created using Land-Form PROFILE Plus).
- 2.2 Public and Infrastructure Data Sharing is subject to the following conditions:
- 2.2.1 **Sharing Party** means the third party to whom copies of Land-Form PROFILE Plus is supplied or Public Body or Infrastructure Body from whom copies of Land-Form PROFILE Plus is received (as applicable) in accordance with paragraph 2.1 above;
- 2.2.2 both the Customer and the Sharing Party must be licensed for Land-Form PROFILE Plus for Business Use for the same area of coverage of that Land-Form PROFILE Plus data being supplied and/or received;
- 2.2.3 the Customer shall obtain written confirmation from the Sharing Party to which it is supplying Land-Form PROFILE Plus that the Sharing Party is licensed for
- 2.2.4 the use of the Land-Form PROFILE Plus received by the Customer from a Sharing Party shall be governed by the Customer's licence for that Land-Form PROFILE Plus data;
- 2.2.5 the Customer shall maintain a written record of:
- a) the names and addresses of Sharing Parties from which it has received or to whom it has supplied Land-Form PROFILE Plus;
- b) the Land-Form PROFILE Plus which was received by it from and/or supplied by it to the Sharing Parties; and
- c) when the Land-Form PROFILE Plus was received by it from and/or supplied by it to the Sharing Parties, and upon our written request it shall provide a copy of that written record to us;
- 2.2.6 the Customer shall not receive any direct or indirect payment, credit or money's worth for the supply of Land-Form PROFILE Plus to a Sharing Party;
- 2.2.7 subject to Clause 12.1 of the Framework, we shall have no liability to the Customer or the Sharing Party in respect of the Land-Form PROFILE Plus received from and/or supplied to a Sharing Party; and
- 2.2.8 for the avoidance of doubt, the Customer shall comply with Clause 6.3 of the Framework.

SCHEDULE 1.8:

Ordnance Survey: Royal Mail Terms

THE MAP CENTRE Licensed Partner Licence No.: 100018971



Part A – Application of Royal Mail terms

Where the Licensed Data includes Address Datasets, the terms in this Schedule 1.8 apply in addition to the other terms of this Licence. Where there is any conflict between the terms of this Schedule 1.8 and the terms of the Licence, this Schedule 1.8 shall take precedence.

Part B – Definitions

In addition to the other definitions in this Contract, in this Schedule 1.8 the following words and phrases shall have the following meanings:

Alias	means the database known as the 'Alias File', which contains 'Locality', 'Thoroughfare', 'Alias – Delivery Point' and 'County Alias' details.
Cleansed Data	means any existing Record which has undergone Database Cleansing.
Cleansed Customer Database	means a Customer Database upon which Database Cleansing (or any element thereof) has been performed by a Customer.
Corporate Licensee	means a legal entity which is licensed to use Royal Mail Data pursuant to an agreement with Royal Mail known as the 'Corporate Group Licence Agreement'.
Created Data	means any data added to a Customer Database or to create a new database where previously there was none, as a result of the carrying out of Data Creation.
Customer Database	means the Customer's electronic compilation of records, database or mailing list which existed prior to any Database Cleansing being carried out pursuant to the Customer's Sub-licence in respect of the same.
Customer Registration Forms	means the forms contained at paragraph 2 of Part D of this Appendix 7 that relate to OS MasterMap Address Layer 2 (for Multiple Residence Data) and OS MasterMap Prebuild Address Layer (for Not Yet Built Data).
Database Cleansing	means any activity which involves the processing of a Customer Database using the Royal Mail Data and includes: (a) verification of an existing Record in the Customer Database as being the same as the entry on the Royal Mail Data; (b) amendment of an existing Record in the Customer Database to correct the address so that it contains the same information as the entry on the Royal Mail Data; (c) standardisation of an existing Record in the Customer Database into a PAF format; (d) flagging or marking of an existing Record in the Customer Database as being the same as the Royal Mail Data; (e) adding further information derived from the Royal Mail Data to an existing Record in the Customer Database; and/or (f) extracting duplicate existing Records in the Customer Database, but does not include Data Creation.
Data Creation	means the use of any Royal Mail Data, whether incorporated in a Product and/or Service or otherwise, to create a new Record or Records by: (a) adding any PAF Record or PAF Records; and/or

(b) adding any PAF Record Element or PAF Record Elements;

in each case to a Customer Database or to create a new database where previously there was none.

Delivery Point

means a complete postal address (business or residential), including a Postcode, to which mail is delivered.

European Commission Approved Transfers

means transfers of personal data (a) within the European Economic Area (b) to such other countries as are approved from time to time by the European Commission as having an adequate level of protection for personal information or (c) which are protected by legislation or frameworks within other countries where such legislation or framework have been approved by the European Commission as having an adequate level of protection for personal information.

External Transaction Solution

means Product and/or Service whereby the Customer operates a publicly available website (or a technical equivalent) which offers products and services to its Service Recipients and which can capture, verify, update or amend an address or postcode entered by a Service Recipient.

Load-Balancing Purposes

means the purposes of splitting work, data, software or other materials between means the purposes of splitting work, data, software or other materials between multiple computers, network links or other resources in order to optimize resource usage, minimise response time and improve reliability.

Multiple Residence Data

means the database, or any part of it, known as 'Multiple Residence' which contains address and postcode information for properties in the United Kingdom which are known by Royal Mail to contain multiple residences.

Not Yet Built® Data

means the database, or any part of it, known as 'Not Yet Built' which contains address and postcode information for properties under development in the United Kingdom as may be amended from time to time. 'Not Yet Built' is a registered trade mark of Royal Mail.

PAF®

means the database, or any part of it, known as the 'Postcode Address File' containing all known delivery address and Postcode information in the United Kingdom as may be amended from time to time. 'PAF' is a registered trade mark of Royal Mail.

PAF Record

means an individual entry in the collection of data that comprises the database known as PAF and in respect of the levels of data known as 'Full PAF' a whole 'PAF Record' will contain all those elements as indicated in the Table below.

PAF record element	A whole PAF record for full PAF comprises the following elements
Organisation Name	✓
Department Name	✓
PO Box	✓
Sub Building Name	✓
Building Name	✓
Building Number	✓
Thoroughfare	✓
Dependant Thoroughfare	✓
Dependant Locality	✓
Double Dependant Locality	✓
Post Town	✓
Postcode	✓
Delivery Point Suffix	✓
Checksum Digit	✓
UDPRN	✓
Postcode Type (small or large user)	✓

Small User Org Indicator	✓
Delivery Point Count for Postcode	✓
Mailsort code	✓
Concatenation Indicator	✓
Address Keys	✓
Organisation Key	✓
Number of Households	✓
DP Use Indicators	✓
Alias – Delivery Point	✓
Alias – Dependent Thoroughfare/ Thoroughfare	✓
Alias – Locality	✓
Alias – Traditional County	✓
Alias – Former Postal County	✓
Alias – Administrative County	✓
For Welsh PAF Records only:	
Welsh – Dependent Thoroughfare	✓
Welsh – Dependent Locality	✓
Welsh – Double Dependent Locality	✓
Welsh – Post Town	✓

PAF Record Element	means an individual element of the data comprising a whole PAF Record each element being as indicated in the Table above.
Postcode	means a single alphanumeric code owned and developed by Royal Mail and allocated by Royal Mail to identify an address or number of addresses.
Record	means an individual entry in or to be made in a collection of data containing a Delivery Point or details of part of a Delivery Point and which may also contain a business or consumer name.
Royal Mail	means Royal Mail Group plc and/or Royal Mail Group Limited.
Royal Mail Agreement	means any agreement between Royal Mail and Ordnance Survey for the supply of any Royal Mail Data.
Royal Mail Data	means any or all of PAF, Not Yet Built Data and Multiple Residence Data, including any extracts from or updates to the same, as supplied or contained in any Address Datasets.
Service Recipient	means a recipient of products or services from the Customer. For the avoidance of doubt such recipient must be a third party and not a representative of the Customer itself.

Part C – Royal Mail Terms

1 Grant of Licence		and/or Service, you are entering into a Sub-licence containing the restrictions and obligations set out in this Appendix 7. You shall comply at all times with the terms of such Sub-licences.
1.1	You shall comply with the terms set out in this Part C in respect of the Address Datasets.	
1.2	In addition to the obligations and restrictions in Clause 5.4 of the Framework and the various obligations and restrictions contained in this Contract, you agree that, without limitation, that prior to receiving any Product	
		2 Conditions of Use
		2.1 Products and/or Services incorporating Address Datasets are available in the following ways only:

- 2.1.1 subject to the provisions of the Framework and this Contract, as modified by this Appendix 7; and
- 2.1.2 For the avoidance of doubt this paragraph does not prevent you or your Customers from providing Address Datasets to your Contractors or their Customer Contractors, as permitted by and in accordance with the Framework and this Contract (as modified by this Appendix).
- 2.2 Customers shall have no right to sublicense (other than as expressly permitted in the grant of any rights for Licensed Use as modified by the terms of this Appendix 7), resell, assign or otherwise transfer any part of the Address Datasets contained in the Products and/or Services.
- 2.3 Customers shall not:
- 2.3.1 use any of the Royal Mail Data to create its own products or services; or
- 2.3.2 copy or reproduce (subject to paragraph 2.4), extract, publish or reutilise the whole or any part of the Royal Mail Data;
- 2.4 Customers may make copies of the Royal Mail Data to the extent reasonably necessary for the following purposes only: back-up, security, disaster recovery and testing.
- 2.5 Customers may also make identical copies of the Royal Mail Data to the extent reasonably necessary for Load-Balancing Purposes. Customers shall ensure that such copies are not used for any other purpose and shall notify Laser Surveys Ltd where it does make any such copies.
- 3 Licensed Use – Standard**
- 3.1 The Customer's Licensed Use of Address Datasets (including Royal Mail Data), Created Data, Cleansed Customer Databases and External Transaction Solutions under Schedule 1 (Licensed Use – Standard) is as follows:
- 3.1.1 the Customer is licensed to use Address Datasets (including Royal Mail Data), Created Data (subject to the restrictions set out in paragraph 6) and Cleansed Customer Databases for Business Use as set out in paragraph 2 of Appendix 1; and
- 3.1.2 the Customer is licensed to use:
- a) Cleansed Customer Databases (subject to paragraph 8.1); and/or
- b) Address Datasets on the internet as part of an External Transaction Solution;
- in either case for the purposes of Limited External Use as set out in paragraphs 3.1.1 and 3.1.3 of Appendix 1. References in such
- paragraphs to 'by generating a map' and 'to include a map' may be disregarded for the purpose of this paragraph 3.1.2.
- 4 Licensed Use – Infrastructure Body**
- 4.1 Where the Customer is an Infrastructure Body, the Customer's Licensed Use of Address Datasets (including Royal Mail Data), Created Data, Cleansed Customer Databases and External Transaction Solutions under Appendix 2 (Licensed Use – Infrastructure Body) is as follows:
- 4.1.1 the scope of the Customer's Business Use is as set out in paragraph 3.1.1 of this Part C;
- 4.1.2 the scope of the Customer's Limited External Use is as set out in paragraph 3.1.2 of this Part C;
- 4.1.3 the Customer is licensed to use:
- a) Cleansed Customer Databases (subject to paragraph 7.1); and/or
- b) Address Datasets on the internet as part of an External Transaction Solution; in either case for the purpose of:
- i) Statutory Use as set out in paragraph 2 of Schedule 1.2; and/or
- ii) Public and Infrastructure Data Sharing as set out in paragraph 3 of Schedule 1.2.
- 5 Licensed Use – Public Body**
- 5.1 Where the Customer is a Public Body, the Customer's Licensed Use of Address Datasets (including Royal Mail Data), Created Data, Cleansed Customer Databases and External Transaction Solutions under Schedule 3 (Licensed Use – Public Body) is as follows:
- 5.1.1 the scope of the Customer's Business Use is as set out in paragraph 3.1.1 of this Part C; and
- 5.1.2 the Customer is licensed to use:
- a) Cleansed Customer Databases (subject to paragraph 7.1); and/or
- b) Address Datasets on the internet as part of an External Transaction Solution; in either case for the purpose of Public Sector Use as set out in paragraph 3 of Schedule 1.3, provided that the Customer's End User Licensing rights (as set out in paragraph 5 of Schedule 1.3) are limited to the use of Address Datasets on the internet as part of an External Transaction Solution.
- 6 Data Creation**
- 6.1 The Customer shall not carry out any Data Creation unless:

- 6.1.1 it has the prior written consent of us and/or you;
- 6.1.2 such Data Creation is deemed to be a further copy of the Royal Mail Data; and
- 6.1.3 such Data Creation is in accordance with paragraphs 6.2 to 6.4 inclusive.
- 6.2 Subject to paragraph 6.4, the Customer shall not supply or give access to any Created Data or any database or copy of a database (or in each case, part thereof) which includes any Created Data.
- 6.3 No limit shall apply to the number of Records that may be created on a Terminal on which Data Creation is being carried out, provided that such Created Data is only used and accessible on the same Terminal on which the Data Creation was carried out.
- 6.4 Created Data may be supplied or made available to or accessible by a maximum of 10 other Terminals internal to the same Customer, provided that:
- 6.4.1 the Customer is licensed for such number of Terminals;
- 6.4.2 no more than 10 000 Records may be made available in any 12 month period (each such Record being identical to the original PAF Record in terms of format, structure, content and functionality); and
- 6.4.3 each such other Terminal shall not use the Created Data in connection with any other Royal Mail Data whether provided to it by another Terminal as Created Data or otherwise.
- 7 Database Cleansing**
- 7.1 Customer is permitted to carry out Database Cleansing only in respect of its own Customer Databases and not any other databases and provided that it at all times complies with the provisions of paragraph 7.
- 7.2 For the purposes of paragraph 7:
- 7.2.1 the meaning of **'series of connected databases'** shall include (but not be limited to) databases directly or indirectly derived from a single database or originating from the Customer;
- 7.2.2 the meaning of **'substantially all'** can be determined qualitatively or quantitatively and shall be determined in the reasonable opinion of Royal Mail;
- 7.2.3 the expression **'normal data supply activities'** includes any activities carried out by the Customer as part of or in connection with its day to day business of providing address database services to third parties and may, as appropriate, include (but not be limited to) mailing list supply to mailing houses or other mailing list purchasers and the provision of sample address lists for market research purposes, but shall not include further database cleansing by the Customer, or the licensing of any third party by the Customer to reproduce the Cleansed Customer Database or to use it for database cleansing purposes; and
- 7.2.4 any description of a **'comprehensive postal address database'** includes a description of an address database as comprising all or substantially all the delivery points in the United Kingdom, England, Scotland, Wales or Northern Ireland, or any description of similar meaning or effect.
- 8 Permitted use of Cleansed Customer Databases**
- 8.1 Any Cleansed Customer Database, which (as a single database or as part of a series of connected databases) comprises all or substantially all the Delivery Points in the United Kingdom or any of England, Scotland, Wales or Northern Ireland, may only be supplied by the Customer to third parties (the **'First Level Third Parties'**) and by such First Level Third Parties to other third parties (the **'Second Level Third Parties'**) provided in each case that:
- 8.1.1 neither the Customer nor any third party shall at any time promote, market, represent or hold out the Cleansed Customer Database as being a 'master' comprehensive postal address database or 'original' comprehensive postal address database or as being of any similar description;
- 8.1.2 such Cleansed Customer Database shall be supplied by the Customer to a First Level Third Party or by a First Level Third Party to a Second Level Third Party, in each case only as part of its normal data supply activities;
- 8.1.3 any such supply to a Second Level Third Party is subject to a requirement that the Cleansed Customer Database shall at all times be used only for the internal purposes of any such Second Level Third Party (and not for the supply to any other third party);
- 8.1.4 any such supply to a Second Level Third Party is subject to requirements on such Second Level Third Party not to reproduce or make any copies of the Cleansed Customer Database or of a substantial part thereof for supply to any other third party and not to make any such supplies;
- 8.1.5 during the period of the Customer Sub-licence and for a period of 6 years after its termination or expiry, any supply to any First

Level Third Party or Second Level Third Party is subject to a prominent notice stating that the Cleansed Customer Database has been cleansed against Royal Mail's PAF being attached and embedded electronically in any soft copy of, and being attached to any hard copy medium comprising or containing any such Cleansed Customer Database; and

8.1.6 such supply is expressly permitted by and in accordance with the terms of Licensed Use.

8.2 During the period of the Customer Sub-licence and for a period of 3 years after its termination or expiry, the Customer shall, upon request provide within 20 business days to us and/or you the name and contact details of all third parties to whom Cleansed Customer Databases have been supplied.

9 External Transaction Solutions

9.1 You shall procure that the Customer does not use the Address Datasets as contained in the External Transaction Solution elsewhere in its organisation or for any purpose other than to operate and use in conjunction with the External Transaction Solution.

9.2 A Customer shall only use the External Transaction Solution to carry out Transactions for the purpose of capturing, verifying, updating or amending details entered by Service Recipients on the Customer's publicly available website.

9.3 You shall ensure that the External Transaction Solution is only used when (and that the External Transaction Solution is configured in such a way so that):

9.3.1 a request is initiated by a Service Recipient of the Customer via the Customer's publicly available website to verify, update or amend a single address or Postcode entered by that Service Recipient on the Customer's publicly available website; and

9.3.2 upon receipt of that request, to respond by returning a matching address or Postcode or confirming that the address inputted is a match.

9.4 Except where the Customer elects to pay a Royal Mail Royalty per annum rather than fees on a per Transaction basis, the Customer shall monitor and control the number of Transactions performed by means of a Transaction Management System and report this accurately to us. The Customer shall at all times ensure that the Maximum Data Return of 100 Delivery Points is not exceeded in any single Transaction.

9.5 You must require the Customer and its Service Recipients not to pass on any part of

the Address Dataset obtained as a result of using the External Transaction Solution to any third parties, unless expressly permitted in accordance with the terms of this Contract.

10 Corporate Licensee

The Customer shall acknowledge in the Customer Sub-licence that it has made all reasonable efforts to ascertain if it is a Corporate Licensee in advance of paying any fees, including making all reasonable enquiries of any parent companies and/or subsidiaries and checking the Royal Mail website that lists Corporate Licensees and which is generally accessible to persons which have entered into a licence agreement with Royal Mail for the use of PAF. The Customer shall immediately advise you or Reseller, as appropriate, if it is, or at any stage during the Customer Sub-licence, becomes a Corporate Licensee.

11 Terminal limits

The Customer shall not be permitted to allow any Terminals in excess of the number notified, as appropriate to access or have the ability to access any of the Royal Mail Data. Customer shall have in place a reasonable mechanism or process that ensures that the number of Terminals accessing the Data can be promptly identified.

14 No Royal Mail warranties or approval

14.1 Subject to paragraph 14.1.5, you acknowledge and agree that Laser Surveys Ltd and Royal Mail:

14.1.1 does not in any way warrant the accuracy or completeness of Royal Mail Data and shall not be liable for any loss or damage howsoever arising out of or in connection with the Contract or its termination;

14.1.2 is not liable in any way in respect of any Royal Mail Data or Products and/or Services provided to Customers;

14.1.3 does not in any way warrant that Products and/or Services provided to Customers have been tested for use by any party or that such Products and/or Services will be suitable for or be capable of being used by any party;

14.1.4 shall not be obliged in any circumstances to provide any Royal Mail Data or any Products and/or Services direct to the Customer; and

14.1.5 does not exclude liability for any personal injury or death which is caused by its negligence or for any other liability which may not be excluded by law.

SCHEDULE 2: BGS DIGITAL DATA SET LICENCE AGREEMENT



This Licence Agreement is provided in accordance with BLACKWELL'S terms as a Value Added Reseller with the Natural Environment Research Council (NERC) (VAR 7/06/2006/CM) and is made between:

The Licensor: The British Geological Survey Keyworth Nottingham NG12 5GG, hereinafter referred to as BGS (a component institute of the Natural Environment Research Council).

And

The Licensee: The named party stated in the relevant The Map Centre product receipt.

1. Licence In consideration of payment of the licence fee and any other ancillary charges specified in the following Schedule, BGS agrees to grant, and the Licensee agrees to accept on the following terms and conditions a non exclusive, non-transferable, non-assignable, single site licence to use the Data Set(s) described in the following Schedule.

2. Conditions of Use Except as permitted herein, this licence authorises the Licensee to make internal business use of the Data Set(s) exclusively for the benefit of the Licensee and is not to be used to provide a bureau service for others or for the benefit of or on behalf of others.

2.1 Neither the licence granted under this agreement nor the Data Set(s) to which it applies may be assigned, sub-licensed, rented, lent or otherwise transferred by the licensee.

2.2 No part of the Data Set(s) may be sold, whether on its own or as part of a value-added commercial product.

2.3 If the company or organization holding a BGS Digital License is taken over, or merged with another company, a new licence will be required before the resulting company may make use of the data held originally by either company. Based upon the digital Data Set(s) requirement and intended usage, a new fee schedule may apply.

3. Back-up Copies The Licensee may make up to 3 copies of the Data Set(s) for operational security and back-up purposes but shall make no other copies of the Data Set(s) except as permitted herein.

4. Hard Copies Except as permitted herein, the Licensee may not provide hard copy reports or maps derived from the Data Sets to any person or organisation other than the Licensee, its employees, or its professional advisors, for purposes necessary to the Licensee's internal business.

4.1 Hard copies of digital extracts must be accompanied by the following statement:- **Derived from (...cite the scale of your data...) scale BGS Digital Data under Licence (VAR 7/06/2006/CM) British Geological Survey. ©NERC.** with the exception of Adobe PDF digital extracts which need only be accompanied by the following statement :- **©NERC. All rights reserved.**

4.2 With the exception of special conditions described in the Schedule; hard copies may not be incorporated in any publication or on information to be distributed to members of the public or any other party without prior written approval from BGS for which additional copyright fees may be payable.

5. Copyright Unless otherwise stated, copyright in the Data Set(s) is vested in the Natural Environment Research Council and may not be published or transferred to any other party, whether in whole or in part, without the prior written permission of BGS. Copyright is not transferred to the Licensee by this Agreement.

6. Liability Your use of the digital data provided by the British Geological Survey (BGS) is at your own risk. Please read any warnings given about the limitations of the datasets. If the disk or file

on which data is delivered to you is corrupt or is otherwise unusable then we will replace it provided that you contact us within one month of your licence purchase.

- 6.1 Except as stated above, BGS gives no warranty as to the quality or accuracy of the data or the medium on which it is provided or its suitability for any use. All implied conditions relating to the quality or suitability of the Data Set(s) and the medium, and all liabilities arising from the supply of the Data Set(s) (including any liability arising in negligence) are excluded to the fullest extent permitted by law.
- 6.2 Except as stated above, BGS accepts no liability for any loss or damage which may be caused by the condition of the disk or file in which digital data is provided to you, and you are expected to operate suitable anti-virus software before loading it into your computer system.
- 6.3 You are responsible for ensuring that the form of the information you have ordered is compatible with your computer system and any other data with which the information is to be used. With the exception of any other separate contractual undertakings, NERC/BGS accepts no responsibility for maintenance or technical support.

7. Duration and Termination

This licence granted is effective from the date on which the Licensee receives the datasets or the date shown on the relevant The Map Centre product receipt, whichever is earlier and shall remain in force until terminated by either party or the due termination date if specified in the Schedule.

- 7.1 Annual licences may be renewed for a further period by simply repurchasing and thus updating the required product.
- 7.2 BGS may terminate this licence at any time if the Licensee fails to comply with any of the terms of this agreement or the Licensee fails to pay any fees due under this agreement within 30 days after the fees have become due.
- 7.3 If the Licensee transfers possession of any copy, partial copy, modification or merged portion of the datasets to another party, this licence is automatically terminated.
- 7.4 Upon termination of this agreement the Licensee shall immediately cease use of the datasets and shall destroy the original and all full or partial copies of the datasets, including portions merged into other programs, and to provide BGS with written confirmation of this.

8. General

This Agreement contains the total understanding between BGS and the Licensee regarding the subject matter hereof and replaces all former written and oral communications between the two parties.

- 8.1 Any changes required to recently renewed & issued licence documentation will be subject to additional administration fees.
- 8.2 When BGS digital datasets are revised any upgrades will be automatically supplied to the licensee. Because geological map datasets are revised on a periodic rather than on an annual basis, licensees will not automatically receive a new dataset each year unless changes have been made to the data.

9. Governing Laws

This Agreement shall be governed by and construed in accordance with English/Scottish Law and each party agrees to submit to the exclusive jurisdiction of the Scottish /English courts.

BGS DIGITAL DATA LICENCE SCHEDULE

Licence No: All British Geological Survey products offered under **VAR 7/06/2006/CM**

Data Set(s): The digital data named in the associated receipt provided by The Map Centre as a Value Added Reseller for BGS (VAR 7/06/2006/CM).

Special conditions:

The digital data is provided to you by The Map Centre as a Value Added Reseller for BGS, under this licence, solely for *[the Council's use in the fulfilment of its statutory duties/the company's/organisation's use in the fulfilment of work being undertaken on behalf of a single named client / the organisation's use in the fulfilment of its duties/ the company's use in the fulfilment of its undertakings]*. Any other usage will require fresh permission from BGS.

- i) No authorisation for additional digitising or scanning of the above BGS map data/other BGS material is granted under this licence.
- ii) This licence covers the use of the digital material, for up to the stated number of seat/users/PC/workstations/laptops as described in the product receipt only.
- iii) Any commercial usage is prohibited under this licence, and will require fresh permission from BGS.
- iv) The licence covers copyright permission to make up to 500 x A3 size analogue copies solely for in-house use per year. Unless additional analogue copies are requested at the time of arranging this digital licence, an additional analogue copyright licence will be required for all external and extra in-house copies and copies of greater size than A3.
- v) Separate overhead/other visual material derived from the data for internal use only is permitted.
- vi) Subject to any changes in requirements/usage, this licence will be automatically renewed and fees levied at the rate prevailing at the renewal time.
- vii) The receipt provided at the time of order forms an integral part of the The Map Centre/BGS licence documentation.

Licence type: DIGITAL DATA SET LICENCE

Licence start date: The date of order of the data as described in the original order receipt.

The Map Centre shall, by the nature of its agreement with BGS as a Value Added Reseller, be required to make available to the Supplier (BGS) the details of the order for the purposes of maintaining licensing records. The Map Centre will advise the named holder of the receipt shortly before the data License expires. The Map Centre shall also be required to advise the BGS where aware that the user is knowingly and deliberately using the data outside of the terms of license.

As the named representative of the Licensee on the product receipt, you agree in using the data to the terms and conditions of the Licence Agreement for the Data Set(s) specified above.

SCHEDULE 3A: Getmapping PLC END USER LICENCE AGREEMENT

TERMS & CONDITIONS

1. In these terms:-
2. "Agreed Use" means one or more of the following types of user licence which has been purchased by the Customer as stated overleaf:- Single Use Licence, Corporate Use Licence, Internet Use Licence, Intranet Use Licence.
3. "Corporate Use Licence"- means a licence for unlimited Internal Corporate Use by the Customer of the Image including sub-contractors of the Customer (such sub-contractors must be under an obligation to return/destroy the data after use). Customer and Customer's subcontractors may not use the Image outside the Customer's site.
4. "Customer" means the customer stated overleaf
5. "Fee" means the fee stated overleaf
6. "Further Licence Restrictions" means those further restrictions on the Customer's use of the Image as detailed overleaf
7. "Getmapping" means Getmapping plc;
8. "Image" means the image(s) stated overleaf;
9. "Intellectual Property Rights" means the intangible legal rights or interests evidenced by or embodied in (1) any idea, design (both unregistered and registered), concept, technique, invention, discovery, or improvement, regardless of patentability, but including patents, patent applications, trade secrets, trade marks, and know-how; (2) any work of authorship, regardless of copyright ability, but including copyrights and any moral rights recognised by law; and (3) any other similar rights, in each case on a worldwide basis.
10. "Internal Corporate Use" means the Customer is entitled to use the Image at the Customer's premises for work directly relating to the internal business affairs of the Customer. For the avoidance of doubt this license does not entitle the Customer to grant its subcontractors, consultants or suppliers the right to utilise the Image for work commissioned by the Customer but not normally executed by the Customer.
11. "Licence" means the terms and conditions herein including those detailed overleaf.
12. "Intranet Use Licence" – means a Corporate Use Licence purchased by the Customer for use on the Customer's intranet site. It may not be accessed via the Internet.
13. "Internet Use Licence"- means a licence for the use of the Image on Customer's specified website only. The licence granted herein allows the Customer a 2m resolution Image at a specific image size to be zoom able and roam able. If a greater resolution is required then the Customer must purchase a licence in accordance with the terms and conditions of Getmapping's Imagexpress Direct™ a copy of, which is available from Getmapping on request.
14. "Single Use Licence"- means a licence purchased by the Customer for up to 3 users permitted to utilise the Image in accordance with the terms herein. The Image is not for commercial resale or Internet release.
15. Getmapping grants the Customer a non-exclusive, non-transferable licence to use the Image for the Agreed Use in accordance with the Licence detailed herein and overleaf. Getmapping agrees to use reasonable endeavours to deliver the Image to the Customer on or before the Date of supply unless prevented by circumstances beyond its reasonable control.
16. Unless stated overleaf, the Agreed Use will be for a Single Use Licence.
17. Notwithstanding anything else in these terms, the Customer shall not make use of the Image for any purpose that might, in the reasonable opinion of Getmapping, be derogatory of Getmapping.
18. Customer acknowledges that Getmapping has the right to licence the Image to the Customer hereunder and agrees that as between Customer and Getmapping, Getmapping holds all rights, title and interest in and to the Image and any modifications thereof and all Intellectual Property Rights therein. The Customer acknowledges that Getmapping is the owner of all the Intellectual Property Rights in the Image except in the case of historic RAF Photography, where English Heritage owns the Intellectual Property Rights, and agrees not to do anything that is inconsistent with the rights of either Getmapping or English Heritage. In particular, the Customer shall ensure that the Agreed Use shall include a copyright notice stating that the

- Image is the property of Getmapping or where applicable English Heritage. Getmapping shall specify the exact content and position of the notice.
19. The Customer may not make a copy of the Image unless such a copy is wholly and necessarily required for the Agreed Use.
 20. The Customer is entitled to use the Image at the Customer's premises for work directly relating to the internal business affairs of the Customer. For the avoidance of doubt this license does not entitle the Customer to grant its subcontractors, consultants or suppliers the right to utilise the Image for work commissioned by the customer but not normally executed by the customer.
 21. The Fee shall be paid by the Customer within 30 days of the date of invoice. If payment is delayed the Customer shall be liable, without limitation to Getmapping's other rights, to pay interest on the monies owing at a rate of 2 per cent per month or part month.
 22. Getmapping shall not be liable to the Customer for any special, indirect, incidental or consequential loss or damages whatsoever (including, without limitation, business interruption, loss or corruption of business data or loss of goodwill or opportunity) nor for loss of business, profits or anticipated savings.
 23. Getmapping will use all reasonable endeavours to ensure that the Image is correctly identified and captioned.
 24. Save for those express obligations contained in this licence, Getmapping hereby excludes all warranties and conditions expressed or implied by law, statutory or otherwise, including but not limited to any as to quality or fitness for a particular purpose. No oral or written representation not expressly contained in this Licence shall be binding on Getmapping except for any misrepresentations that were made or given fraudulently.
 25. It is hereby agreed that neither party shall be liable for any special, indirect, incidental or consequential loss or damages whatsoever (including, without limitation, business interruption, loss or corruption of business data, or loss of goodwill or opportunity) nor for loss of business, profits or anticipated savings.
 26. Except to the extent that such liability cannot be excluded or limited by law, the maximum liability of Getmapping to the Customer under this License shall not exceed the Fee.
 27. Getmapping may terminate this Licence forthwith by written notice if the Customer ceases to do business, breaches any provision of this Licence or seeks protection under any insolvency proceeding, or if any such proceeding is instituted against it.
 28. Upon the termination of this Licence the Customer shall immediately, cease to use the Image and shall return it to Getmapping immediately. If requested the Customer shall confirm in writing that this has been done.
 29. If any provisions or portions of this Licence are held to be invalid under any applicable statute or rule of law, they are to that extent to be deemed omitted from the Licence without affecting validity or enforceability of the remainder.
 30. The Customer may not assign, transfer, sub-contract, charge or otherwise part with this Licence or any rights or obligations under it.
 31. Getmapping may assign, transfer, sub-contract, charge or otherwise part with this Licence or any rights or obligations under it.
 32. This Licence shall be governed by and construed in accordance with the laws of England and the parties accept the jurisdiction of the courts of England.
 33. This Licence constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, negotiations and discussions between the parties hereto relating thereto except for any misrepresentations which were made or given fraudulently. This Licence may only be varied in writing by a director of Getmapping and an authorised representative of the Customer.

SCHEDULE 3B:

BlueSky International Ltd - END USER LICENCE AGREEMENT

RGB AERIAL PHOTOGRAPHY - STANDARD TERMS & CONDITIONS OF LICENSE

1. INTRODUCTION

By accessing this Geo-information Product you agree to abide by the Terms and Conditions of License contained herein and are not purchasing the data for or on behalf of any of the excluded organisations.

2. DEFINITIONS

CONSUMER – shall mean any natural person who is acting for our purposes outside of their business.

GEO-INFORMATION PRODUCTS – “Products” Any digital or paper geography product, including but not limited to aerial photography scans & control, orthophotos, height data, satellite imagery and or mapping provided by Licensors and accessed by you.

LICENSEE – The person, organisation or company who is accessing the Geo-Information Product, on the basis of these License terms, having been accepted as a Licensee by Licensor and paid the Price due Licensor in consideration for such License.

LICENSORS – Bluesky International Limited (Registered Number 04789469: The Old Toy Factory, Jackson Street, Coalville, Leicestershire LE67 3NR) and/or Infoterra Limited (Registered Number 2359955: Atlas House, 41 Wembley Road, Leicester LE3 1UT) who either jointly (as GeoPerspectives) or individually hold Intellectual Property Rights in the Products or have been licensed to market the Intellectual Property Rights of others under these terms.

3. LICENSE

Upon payment in full of the Price, Licensors grant Licensee, a non-exclusive, non-transferable License to use the Products under one of the following Licenses [as agreed directly with the Licensor] :

- Single User License for personal use in perpetuity; or
- Corporate User License for internal business use in perpetuity including derivation of information and use in reports; or
- Academic license for use in educational establishments and research, where license applies to shared use of Products between establishments for the purposes of a single project, in perpetuity; or

For the avoidance of doubt, except as detailed above, License does not allow:

- The sale or supply to, or use by, any third party of the Products.
- Derivation of Information from the Products for the purpose of the sale or supply to, or use by any third party of this Information.
- Display of the Products or any derived information on the World Wide Web
- Licensees or their employees to make any representations concerning the Products

No variation to License shall be binding unless agreed in writing between Licensors and Licensee.

4. COPYRIGHT

The Licensee acknowledges that copyright subsists in the Products and that all property and other rights in the Products and all trademarks and logos used on or in relation to the Products shall remain with the Licensors. Copyright Statements must be used with Products as follows, and as advised from time to time:

- RGB Aerial Photography – © GeoPerspectives

5. ORDER AND SPECIFICATION

Consumers will have seven (7) working days in which to cancel an order; other than this and for all other Licensees, no order which has been accepted by Licensors may be cancelled by the Licensee except with the agreement in writing of Licensors and on terms that the Licensee shall indemnify Licensors in full against all loss (including loss of profit) costs (including the costs of all labour and materials used) damages, charges and expenses incurred by Licensors as a result of such cancellation.

6. PRICE and PAYMENT

The total price of the Products shall be Licensors' written quoted price as varied from time to time.

The price is exclusive of any applicable Value Added Tax, which the Licensee shall be additionally liable to pay to Licensors.

Licensee shall pay in full on order or shall pay within 30 days of the date of invoice, if accepted for an account with Licensors.

The time of payment shall be of the essence of the Contract.

All payments shall be made in full without deduction in respect of any set-off or counterclaim.

If the Licensee fails to make any payment on the due date then without prejudice to any other right or remedy available to Licensors, Licensors shall be entitled to: cancel the Contract or suspend any deliveries to the Licensee; appropriate any payment made by the Licensee to such of the Products as Licensors may think fit; and charge the Licensee interest (both before and after any judgment) on the amount unpaid, at the rate of 4 per cent per annum over the base rate for the time being of Lloyds Bank PLC.

License to Products is not deemed to commence until payment has been made of the Price in full to Licensors.

7. WARRANTIES & LIABILITY

Licensors warrant that the Products will correspond with their specification at the time of delivery. The above warranty does not extend to any defect resulting from use of the Products with materials or equipment not supplied by Licensor.

The above warranty is given by Licensors subject to the following conditions:

- Licensors shall be under no liability in respect of any defect in the Products arising from any drawing, design or specification supplied by the Licensee or in respect of any defect arising from failure to follow Licensors' guidance, misuse or alteration of the Products without Licensors' approval;
- Licensors shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Products has not been paid by the due date for payment; and Except in respect of death or personal injury caused by Licensors' negligence, Licensors shall not be liable to the Licensee for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses, or other claim for consequential compensation whatsoever which arises out of or in connection with the supply of the Products, except as expressly provided in these Conditions.
- Except in respect of injury to or death of any person Licensors aggregate liability for breach of contract, negligence or other default shall not exceed the value of the Contract.
- Except as expressed here all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- Where the Products are licensed under a Consumer sale, the statutory rights of the Licensee are not affected by these conditions.

8. FORCE MAJEURE

Licensors shall not be liable to the Licensee or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of Licensors' obligations in relation to the Products, if the delay or failure was due to any cause beyond Licensors' reasonable control.

9. INTELLECTUAL PROPERTY

Licensors own the Intellectual Property Rights in the Products or are licensed the copyright, design right and other intellectual property rights in the Products in order to market the Products.

Licensors have not knowingly infringed any intellectual property rights of any third party but do not warrant or give any assurance to the Licensee that any Product does not infringe the intellectual property rights of any third party.

10. INDEMNITY

The Licensee shall indemnify and keep Licensors indemnified against all costs, expenses, damages and demands incurred by Licensors in respect of any alleged infringement of the patents, trade marks, copyright, design or other industrial property rights used by Licensors at the request of the Licensee.

11. TERMINATION

Licensors shall be entitled to terminate the license immediately on giving written notice to the Licensee if the Licensee commits any material breach of any term of this contract.

Forthwith upon termination the Licensee shall return to Licensors all copies of the Products or, if requested by Licensors, shall destroy such copies in a manner appropriate.

12. GENERAL

The Licensee shall not be entitled to assign, sub-license or otherwise transfer to any third party the benefit of this license.

No delay in enforcing the provisions of this Contract shall prejudice or restrict the rights of that party nor shall any waiver of its rights operate as a waiver of any subsequent breach.

This Contract sets out the entire license agreement and understanding between the parties in respect of its subject matter.

To the extent that any provision of these Conditions is found, by any court or competent authority, to be invalid, unlawful or unenforceable; that provision shall be deemed not to be a part of these Conditions, it shall not affect the enforceability of the remainder of these Conditions.

13. GOVERNING LAW AND JURISDICTION

These Conditions shall be governed by and construed in accordance with English law.

14. EXCLUDED ORGANISATIONS

The license does not extend to the following organisations, nor any of their subsidiaries, affiliates, holding company or associated companies: Amazon, AmazonA9, AOL, Ask.com, Baidu, Bendi, DeTeMedien, Edushi, Endoxon, Eniro, ESRI, Excite, Fonecta, GlobeExplorer, Gsuo, Lycos, Map24, MapABC, Mapbar, Mappy.com, Mapquest, Michelin, Microsoft/MSN, Multimap, NAV2, Navteq, Navteq, NTT, Pages Jaunes, Pagina Amarillas, Pagine Gialle, SEAT, Sina, Sohu, TelContar/DeCarta, TeleAtlas, Telegate, TIM, TPI, Uumap, ViaMichelin, Yahoo, Yell, Zenrin. These organisations should contact the Licensors.

SCHEDULE 3C:

Cities Revealed (The Geoinformation Group) - END USER LICENCE AGREEMENT

This is a legal agreement between you and The Geoinformation Group Ltd ("Geoinformation"). The data provided by Geoinformation, and other associated information provided by Geoinformation ("Information") are provided by and are the copyrighted property of Geoinformation and/or its licensors. By accessing the Information you agree to these terms and Geoinformation grants you a non-exclusive, non-transferable license to use the Information, as further set forth below.

1. **SCOPE OF USE:** You agree to use Information for solely personal use, and not resale purposes nor for service bureau, time-sharing or other similar purposes unless explicitly permitted in writing by Geoinformation to do so.
2. **RESTRICTIONS:** Without limiting the foregoing, you may not (a) sublicense, transfer, assign, rent, lease, publish or otherwise convey the Information, or any right with respect thereto, to any Third Party unless such party is conducting or performing work strictly on your behalf for a limited time; (b) disassemble, decompile or otherwise reverse engineer all or any portion of the Information; (c) remove from the Information, or alter, any of the trademarks, trade names, logos, patent or copyright notices or other proprietary notices or markings, or add any other notices or markings to the Information.
3. **OWNERSHIP:** The Information is licensed, not sold, and you agree that the Information, and all intellectual property and proprietary rights therein are owned by Geoinformation and /or its licensors. Geoinformation and/or its licensors reserves title and all right and interests in and to the Information not expressly granted to You in Section 1 (License Grant), including without limitation all patent rights, copyrights, trademarks, trade names, trade secrets and other intellectual property and proprietary rights. All rights not expressly granted are reserved by Geoinformation.
4. **COPYRIGHT:** The Information is the copyrighted property of Geoinformation and/or its licensors. You agree not to remove any copyright, trademark or other notices provided with the Information.
5. **NO WARRANTY:** All Information is provided to you "as is" and you agree to use it at your own risk. Geoinformation and its licensors (and their licensors and suppliers) make no guarantees, representations or warranties of any kind, express or implied, arising by law or otherwise, regarding the Information, including but not limited to, warranties of title, content, quality, accuracy, completeness, effectiveness, reliability, fitness for particular purpose, usefulness, use or results to be obtained from Information, or that the Information will be error-free.
6. **DISCLAIMER OF WARRANTY:** GEOINFORMATION AND ITS LICENSORS (INCLUDING THEIR LICENSORS AND SUPPLIERS) DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, OF QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. Some States, Territories and Countries do not allow certain warranty exclusions, so to that extent the above exclusion may not apply to you.
7. **DISCLAIMER OF LIABILITY:** GEOINFORMATION AND ITS LICENSORS (INCLUDING THEIR LICENSORS AND SUPPLIERS) SHALL NOT BE LIABLE TO YOU: IN RESPECT OF ANY CLAIM, DEMAND OR ACTION, IRRESPECTIVE OF THE NATURE OF THE CAUSE OF THE CLAIM, DEMAND OR ACTION ALLEGING ANY LOSS, INJURY OR DAMAGES, DIRECT OR INDIRECT, WHICH MAY RESULT FROM THE USE OR POSSESSION OF THE INFORMATION; OR FOR ANY LOSS OF PROFIT, REVENUE, CONTRACTS OR SAVINGS, OR ANY OTHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF YOUR USE OF OR INABILITY TO USE THE INFORMATION, ANY DEFECT IN THE INFORMATION, OR THE BREACH OF THESE TERMS OR CONDITIONS, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, EVEN IF GEOINFORMATION OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some States, Territories and Countries do not allow certain liability exclusions or damages limitations, so to that extent the above may not apply to you.
8. **ENTIRE AGREEMENT:** These terms and conditions constitute the entire agreement between Geoinformation (and its licensors, including their licensors and suppliers) and you pertaining to the subject matter hereof, and supersedes in its entirety any and all written or oral agreements previously existing between us with respect to such subject matter.
11. **GOVERNING LAW:** The above terms and conditions shall be governed by the laws of England. You agree to submit to binding arbitration in England, pursuant to the for any and all disputes, claims and actions arising from or in connection with the Information provided to you hereunder.



SCHEDULE 4A: NEXTmap Britain END USER LICENCE AGREEMENT

1. **Introduction.** This End User Licence Agreement (“EULA”) is between Getmapping PLC (“GETMAPPING”) and you (“You”), the purchaser of this licence. This licence governs your perpetual use of the NEXTMap Britain data products and any peripheral items that GETMAPPING may specify (the “Products”). By using the Products, You agree to be bound by the terms of this EULA. If You do not agree with these terms, You should promptly return the unused Product to GETMAPPING.
2. **Scope of Licence.** GETMAPPING grants you a limited, non-transferable, non-exclusive licence to use the Products in the manner set forth in this licence. Your use of the Products must conform to the following restrictions: (a) the Products may only be used for internal purposes; if You wish to distribute the Products, You must obtain an additional licence from GETMAPPING; (b) use of the Products is confined to Your employees, agents or sub-contractors; (c) the Products may be used internally on one or more information processing machines and at one or more geographical locations; (d) You may not create and distribute Product Derivative Works (as defined in Article 3) with the exception of (e); (e) You may create and distribute orthorectified satellite imagery; Orthorectification of aerial imagery is allowed for non-commercial, internal use only and may not be distributed; (f) You may create and distribute Thematic Derivative Works royalty-free (as defined in Article 4) with the exception of (g); (g) you may not create and distribute Flood Hazard Maps (as defined in Article 5)
3. **Product Derivative Works.** Product Derivative Works for the purpose of this licence are defined as any image, representation or alteration of the Products received from GETMAPPING from which the Products can be reverse engineered. Examples of Product Derivative Works include contour maps, and elevation data from resampled Products. Product Derivative Works are subject to this licence as outlined in Article 2.
4. **Thematic Derivative Works.** Thematic Derivative Works for the purpose of this licence are defined as any image, representation or alteration of the Products received from GETMAPPING from which the Products cannot be reverse engineered. Examples of Thematic Derivative Works include thematic maps, hazard maps, fly-through videos, perspective views, vector-based road centre lines, building or feature outlines, mapping class boundaries, or other vector-based data extraction results.
5. **Flood Hazard Maps.** Flood Hazard Maps for the purpose of this licence are defined as any map, image or representation that is derived from the Products to indicate flood modelling or risk in any manner. You shall not be permitted to use the Products or any Product Derivative Works to create or distribute Flood Hazard Maps.
6. **NUI.** Norwich Union Insurance Limited (“NUI”) is a party to this EULA for the sole purpose of enabling it to take enforcement action against You should You breach the terms of Section 2(f) or 5 which are obligations of Yours in favour of both NUI and GETMAPPING. NUI gives no warranty in relation to, and accepts no liability under, this EULA.
7. **Restrictions.** This EULA prohibits You from disclosing, publishing, selling, assigning, leasing, sublicensing, marketing or transferring the Products in whole or in part, or using the same in any manner or for any purpose not expressly authorised by this EULA. GETMAPPING reserves all rights not expressly granted by this EULA. You may not use the Products on behalf of, or allow the Products to be used by, any affiliated organisation or subsidiary whether or not controlled by You or anyone who owns or controls you. If the Products are licensed to a government agency (whether federal, state or local) under this EULA, the Product may be used only by the licensed agency and not by any other government agency. You acknowledge that the Products and the data within them are proprietary to, copyrighted by, and contain trade secrets of, GETMAPPING and/or its licensors. Unauthorised reproduction, distribution, or display of

the Products in any manner not expressly authorised herein is prohibited. You agree to keep confidential and use your best efforts to prevent and protect the contents of the Product from unauthorised disclosure or use. You will advise GETMAPPING immediately upon discovering evidence of a breach or threatened breach of the terms of this licence by any party.

8. **Notice.** You are further restricted from using the Products in such a manner that breaches the rights of NUI, who has an exclusive licence in the Products for the use of producing Flood Hazard Maps.

9. **Limited Warranty and Disclaimers.** GETMAPPING warrants for thirty days after the delivery of the Products that the data delivered will be of the area of interest ordered and the media used to carry the data will be free from physical or material defects. GETMAPPING's sole liability under this limited warranty shall be to replace the media if it (not the software or data encoded thereon) is defective and You return such to GETMAPPING within thirty (30) days of delivery. Except for the limited warranty specified herein, the Products are provided without warranty of any kind, and all warranties and conditions, expressed or implied, statutory or otherwise, including but not limited to any as to quality or fitness for a particular purpose, are expressly excluded. GETMAPPING does not warrant that the products will meet Your needs or expectations or that use of the Products will be error free or uninterrupted. In no event shall GETMAPPING be liable for any claim or loss incurred by You (including without limitation compensatory, incidental, indirect, special, consequential or exemplary damages), irrespective of whether GETMAPPING has been informed, knew, or should have known of the likelihood of such damages. This limitation applies to all causes of action, including without limitation breach of contract or warranty or tort. If the limitation of liability set forth in this agreement shall for any reason be held unenforceable or inapplicable, both parties agree that GETMAPPING's liability shall not exceed one hundred percent (100%) of the licence fees paid by You to GETMAPPING with respect to the Products at issue.

10. **Term and Termination.** This EULA shall become effective upon Your receipt of the Product and shall continue in force until terminated as provided herein. This EULA shall terminate immediately if You fail to comply with any of its terms. Upon termination of this EULA for any reason, You shall deliver to GETMAPPING the Products and confirm you have destroyed all copies of the Products in Your possession.

11. **Dispute Resolution and Governing Law.** This EULA shall be construed and enforced in accordance with the laws of England and Wales.

12. **Miscellaneous.** This EULA is the complete and exclusive statement between You and GETMAPPING with respect to the sale and use of the Products and supersedes any prior oral or written agreements, and commitments, understandings, or communications with respect to the subject matter of this EULA except for any misrepresentations that were made or given fraudulently and may be amended or modified only in a written instrument signed by a duly authorised representative of GETMAPPING and You. If any provision is determined to be invalid or unenforceable, the remaining provisions of this EULA shall continue to be valid and enforceable. Neither this EULA nor any of the rights granted by it may be assigned or transferred by You without the prior written consent of GETMAPPING. This restriction on assignments or transfers shall apply to assignments or transfers by operation of law, as well as by contract, merger or consolidation. You shall be solely responsible for obtaining any and all required government authorisations, including without limitation, any export or import licences and foreign exchange permits. Nothing in this Article shall restrict the ability of Getmapping to pursue any legal or equitable remedy or to obtain an injunction to protect any rights it may have arising out of or relating to the Product or any of its trademark or intellectual property rights.

SCHEDULE 4B:

The Environment Agency END USER LICENCE AGREEMENT

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Governing Law

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'Information' means information protected by copyright or by database right (for example, literary and artistic works, content, data and source code) offered for use under the terms of this licence.

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Further context, best practice and guidance can be found in the [UK Government Licensing Framework section](#) on The National Archives website.

SCHEDULE 4C:

Cities Revealed (The Geoinformation Group) - END USER LICENCE AGREEMENT

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6. **DISCLAIMER OF WARRANTY:** GEOINFORMATION AND ITS LICENSORS (INCLUDING THEIR LICENSORS AND SUPPLIERS) DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, OF QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. Some States, Territories and Countries do not allow certain warranty exclusions, so to that extent the above exclusion may not apply to you.

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8. **ENTIRE AGREEMENT:** These terms and conditions constitute the entire agreement between Geoinformation (and its licensors, including their licensors and suppliers) and you pertaining to the subject matter hereof, and supersedes in its entirety any and all written or oral agreements previously existing between us with respect to such subject matter.

11. **GOVERNING LAW:** The above terms and conditions shall be governed by the laws of England. You agree to submit to binding arbitration in England, pursuant to the for any and all disputes, claims and actions arising from or in connection with the Information provided to you hereunder.

SCHEDULE 4D:

WS Atkins Ltd END USER LICENCE AGREEMENT

This Licence Agreement is provided in accordance with The Map Centre terms as a Value Added Reseller with WS Atkins Ltd and is made between:

The Licensor: WS Atkins Ltd, hereinafter referred to as Atkins.

And

The Licensee: The named party stated in the relevant The Map Centre product receipt.

- 1. Licence** In consideration of payment of the licence fee and any other ancillary charges specified in the following Schedule, Atkins agrees to grant, and the Licensee agrees to accept on the following terms and conditions a non-exclusive, non-transferable, non-assignable, single site licence to use the Data Set(s) described in the following Schedule.
- 2. Conditions of Use** Except as permitted herein, this licence authorises the Licensee to make internal business use of the Data Set(s) exclusively for the benefit of the Licensee and is not to be used to provide a bureau service for others or for the benefit of or on behalf of others.
 - 2.1 Neither the licence granted under this agreement nor the Data Set(s) to which it applies may be assigned, sub-licensed, rented, lent or otherwise transferred by the licensee.
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 - 4.2 Except as stated above, Atkins accepts no liability for any loss or damage which may be caused by the condition of the disk or file in which digital data is provided to you, and you are expected to operate suitable anti-virus software before loading it into your computer system.
 - 4.3 You are responsible for ensuring that the form of the information you have ordered is compatible with your computer system and any other data with which the information is to be used. With the exception of any other separate contractual undertakings, Atkins accepts no responsibility for maintenance or technical support.
- 5. Duration and Termination** This licence granted is effective from the date on which the Licensee receives the datasets or the date shown on the relevant The Map Centre product receipt, whichever is earlier and

shall remain in force until terminated by either party or the due termination date if specified in the Schedule.

- 5.1 Atkins may terminate this licence at any time if the Licensee fails to comply with any of the terms of this agreement or the Licensee fails to pay any fees due under this agreement within 30 days after the fees have become due.
- 5.2 If the Licensee transfers possession of any copy, partial copy, modification or merged portion of the datasets to another party, this licence is automatically terminated.
- 5.3 Upon termination of this agreement the Licensee shall immediately cease use of the datasets and shall destroy the original and all full or partial copies of the datasets, including portions merged into other programs, and to provide Atkins with written confirmation of this.

6. General

This Agreement contains the total understanding between Atkins and the Licensee regarding the subject matter hereof and replaces all former written and oral communications between the two parties.

- 6.1 Any changes required to recently renewed & issued licence documentation will be subject to additional administration fees.

9. Governing Laws

This Agreement shall be governed by and construed in accordance with English/Scottish Law and each party agrees to submit to the exclusive jurisdiction of the Scottish /English courts.

SCHEDULE 5:

Land and Property Services (formerly Ordnance Survey) Northern Ireland END USER LICENCE AGREEMENT

When granted the licence (See Licensed Use below) will:

- (a) authorise the internal business use of the Intellectual Property/Ordnance Survey of Northern Ireland (OSNI®) Data within the Worldwide;
- (b) confer no rights to publish the data or any mapping based on the data.

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When granted the licence permits the use of the LPS NI Intellectual Property, listed overleaf, within the licensee's own office for its own internal business use for: -

- copying for back up purposes
- the making of hard copies as stated in Section B overleaf
- merging
- integrating
- evaluating
- testing
- sub-licensing with the prior written consent of The Distributor

All other uses are prohibited.

If you wish to discuss other uses of the data, please contact OSNI Help Desk who will advise you of the procedures to follow.

Granting of Licence

The licence will be granted for a period of 12 months subject to standard licensing terms, a copy of which is attached. This is an annually renewable licence.

If a Third Party is involved a sub-licence must be completed. These are available from your distributor.

In opening placing your order, you acknowledge and accept the terms upon which this licence is granted.

DIGITAL DATA LICENSING TERMS

1. DEFINITIONS

1.1. Unless the context otherwise requires, in these terms:

1.1.1. references to any statute or statutory provision shall include a reference to any statute or statutory provision, which amends or replaces or has amended or replaced it and vice versa and the same shall apply to statutory instruments;

1.1.2. these terms shall be binding upon and shall continue for the benefit of the successors and assigns of OSNI® or DCAL, as the case may be.

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3. GRANT OF LICENCE

- 3.1 In consideration of the Licensee paying the licence fee, and performing its obligations under these terms, the Distributor grants the Licensee a non-exclusive, non-transferable licence for a period of twelve (12) months from the date hereof (the “**Initial Period**”) to use the OSNI Intellectual Property in the European Union solely for the licensed use.
- 3.2 The licence shall be renewable on the anniversary of the date of this licence (the “**Renewal Date**”) by the licensee giving written notice to the Distributor requesting a renewal of the licence.
- 3.3 The Licensee shall not permit any third party to use the OSNI Intellectual Property nor use the same on behalf of or for the benefit of any third party without the Distributor’s prior written consent to a Sub-Licence.
- 3.5 The Licensee has no right to use the Intellectual Property other than as expressly set out in these terms.

4. SUPPORT AND MAINTENANCE

OSNI will not be obliged to provide support and maintenance services. Any support and maintenance will be the responsibility of the Distributor.

5. THE LICENSEE’S OBLIGATIONS

- 5.1 The Licensee will take all reasonable technological and security measures to ensure that all OSNI Intellectual Property which the Licensee holds or is responsible for is secure from unauthorised use or access.
- 5.2 The Licensee will not use the OSNI Intellectual Property, or allow it to be used by others, in any manner, which OSNI reasonably feels is inconsistent with the goodwill in its name.
- 5.3 Permission to publish must be applied for using OSNI form [Publishing 1](#).

6. SUB-LICENCES

The Licensee shall not be licensed under these terms to grant sub-licences without the Distributor’s prior written agreement, such sub-licence to be in the form attached hereto. The Licensee shall not make any amendments to the Sub-Licence without first obtaining the written approval of such variation from the Distributor.

7. CONFIDENTIALITY

Unless required by law, the Distributor and the Licensee agree not to disclose the fact or content of these terms to any third party, other than to OSNI or to make any public or press announcement regarding these terms or the transactions contemplated hereunder without obtaining the prior written consent of OSNI and the other party to both the disclosure and the content of the disclosure.

8. LICENCE FEES AND ROYALTIES

- 8.1 The licence fee shall be payable by the Licensee from the date of the commencement of this licence and on each subsequent Renewal Date.
- 8.2 When ordering digital data, the Licensee will provide the Distributor with an estimate of the number of hard copies that will be made from the digital data requested and the royalty fees payable for such copies are noted in section B on page 1 of this Agreement.
- 8.3 The Distributor will invoice the Licensee for the Royalties due in accordance with this licence. In addition, the Licensee will pay VAT and any other taxes at the rate prevailing on the date of the invoice.

- 8.4 [The Licensee will pay all invoices within thirty (30) days of the date of the invoice. Interest will be payable at 2% above the base rate of the Ulster Bank Limited on any outstanding balances. Interest shall run from day to day from the due date and shall accrue before and after any judgement and shall be compounded monthly on the amount overdue until payment is made.]

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- 9.1 Throughout the duration of this License the Licensee shall keep and maintain accurate complete and detailed records relating to all the transactions and uses contemplated by or arising out of these terms.
- 9.2 Upon giving reasonable written notice, OSNI and or the Distributor, its advisors or representatives shall have the right to inspect (and where necessary take copies of) the records referred to in Clause 9.1. If upon inspection it is determined that there is an underpayment of the amount properly payable to the Distributor under these terms, the underpayment shall be paid to the Distributor forthwith together with interest at the rate of two (2)% above the base rate of Ulster Bank Limited from the date payment was due until full payment whether before or after judgement. If there is an underpayment of five (5)% or more of the amount properly payable at any time to the Distributor under these terms then the Licensee shall also be responsible for the reasonable auditing costs incurred by OSNI and/or the Distributor (including the fees of any third party used for such purposes).
- 9.3 The Licensee shall give OSNI and/or the Distributor and its advisors and representatives all reasonable access to its premises and use of all its facilities so as to enable OSNI and its advisors and representatives to fulfil their rights under Clause 9.2.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 The Licensee acknowledges the Crown's ownership and proprietary rights in the OSNI Intellectual Property and agrees and acknowledges that:
- 10.1.1 the Licensee will not obtain any rights in the OSNI Intellectual Property, except as expressly granted to it under these terms; and
- 10.1.2 the Licensee will not register or attempt to register any of the OSNI Intellectual Property in any jurisdiction.
- 10.2 The Licensee shall immediately give notice in writing to The Distributor if it becomes aware of any:
- 10.2.1 infringement or suspected infringement of any of the OSNI Intellectual Property; or
- 10.2.2 claims made or threatened that the OSNI Intellectual Property infringes the rights of any third party.
- 10.3 In the case of any infringement or suspected infringement by any third party of the OSNI Intellectual Property:
- 10.3.1 OSNI shall in its sole discretion decide what action if any to take;
- 10.3.2 OSNI shall have sole control over and conduct of all claims and proceedings;
- 10.3.3 the Licensee will, subject to an indemnity from OSNI for the Licensee's costs, act in accordance with OSNI's reasonable instructions and provide OSNI with all assistance as it may reasonably require in the conduct of any claims or proceedings;
- 10.3.4 OSNI will bear the cost of any proceedings and shall be entitled to retain all sums recovered in any action for its own account.

11. LIABILITY

- 11.1 The Distributor will remedy as soon as reasonably practicable (which may not be until the next release) any error in or omission from the data of which the Licensee notifies the Distributor.
- 11.2 It is the Licensee's responsibility to ensure that data is suitable for the Licensee's intended purposes. OSNI does not accept any liability as to the fitness of Data supplied in meeting the Licensee's needs and OSNI excludes to the fullest extent permissible by law all warranties, conditions or terms that may be implied by statute, statutory instrument, common law, custom or otherwise.
- 11.3 OSNI will indemnify the Licensee and hold it harmless against any damages (including costs) that may be awarded or agreed to be paid to any third party in respect of any claim or action that the Licensee's

possession and/or use of the OSNI Intellectual Property infringes the copyright, Trade Mark rights or other intellectual property rights of a third party ('Intellectual Property Infringement') provided that:

- 11.3.1 the Licensee's possession and/ or use of the data is pursuant to and in accordance with these terms and conditions.
 - 11.3.2 the Licensee gives The Distributor notice of any Intellectual Property Infringement immediately on becoming aware of it; and
 - 11.3.3 the Licensee gives OSNI the sole conduct of the defence above (OSNI will pay reasonable costs) to any claim or action in respect of an Intellectual Property Infringement and does not at any time admit liability or otherwise settle or compromise the said claim or action except upon OSNI's express instructions.
- 11.4 OSNI shall have no liability to the Licensee in respect of an Intellectual Property Infringement if:
- 11.4.1 the same results from any use of the OSNI Intellectual Property by the Licensee other than in accordance with these terms; or
 - 11.4.2 the same results from the use of the OSNI Intellectual Property for a purpose for which it was not designed; or
 - 11.4.3 there is any breach by the Licensee of its obligations under these terms; or
 - 11.4.4 there has been any alteration, modification, adjustment or enhancement made by the Licensee to the OSNI Intellectual Property that was not authorised by OSNI; or
 - 11.4.5 there has been any combination, connection, operation or use of the OSNI Intellectual Property with any other equipment, software or documentation and such combination, connection, operation or use was not within the contemplation of the parties at the time of delivery of the OSNI Intellectual Property.
- 11.5 In the event of an Intellectual Property Infringement, OSNI shall be entitled at its own expense and option either to:
- 11.5.1 procure the right for the Licensee to continue using the OSNI Intellectual Property;
 - 11.5.2 make, where relevant, such alterations, modifications or adjustments to the OSNI Intellectual Property so that it becomes non-infringing without incurring a material diminution in performance or function; or
 - 11.5.3 replace, where relevant, the infringing Intellectual Property with a non-infringing substitute provided that such substitute does not entail a material diminution in performance or function (where relevant).
- 11.6 If OSNI in its reasonable judgment is not able to exercise any of the options set out in Clause 11.5 above within ninety (90) days of the date OSNI receives notice of the Intellectual Property Infringement, OSNI will accept the return of the infringing Intellectual Property.
- 11.7 This Clause sets out the Licensee's exclusive remedy and OSNI's sole liability in respect of any breach of warranty concerning any Intellectual Property Infringement.
- 11.8 The Licensee shall be liable for, and will indemnify OSNI against any and all liability, loss, damages, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by OSNI whether direct or consequential (including but without limitation any economic loss or other loss of profits, business or goodwill) arising out of any dispute or contractual, tortious or other claim or proceeding brought against OSNI by reason of the manufacture, use or sale of any goods and services or the use by the Licensee of the OSNI Intellectual Property other than in accordance with these terms except for liability for death or personal injury resulting from the negligence of OSNI, its servants or agents and any other liability which OSNI is expressly prohibited from excluding or limiting by law.
- 11.9 Save as otherwise provided in these terms, OSNI shall be under no liability of any sort (however arising) and without prejudice to the foregoing shall not be liable for any damage, injury, loss (whether direct, consequential or otherwise), loss of profits or costs, charges or expenses, however arising.

11.10 The total and aggregate liability of OSNI in connection with these terms will not at any time exceed an amount equal to the total monies paid or due to be paid by The Distributor on behalf of the Licensee to OSNI in the twelve (12) months preceding the date on which the claim arose.

11.11 The Licensee warrants that in entering into this licence it has not relied on any undertaking, promise, assurance, statement, representation, warranty or understanding relating to the OSNI Intellectual Property other than as expressly set out in this Licence.

12. PERIOD OF AGREEMENT AND TERMINATION

12.1 These terms shall be effective from the commencement date, subject to the provisions of this Clause 12 and shall continue in force for the period of the licence.

12.2 The Distributor shall be entitled forthwith to terminate this licence by written notice to the Licensee if:

12.2.1 the Licensee commits any continuing or material breach of any of the provisions of these terms and, in the case of such a breach which is capable of remedy, fails to remedy the same within thirty (30) days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied;

12.2.2 an encumbrancer takes possession or a receiver is appointed over any of the property or assets of the Licensee;

12.2.3 the Licensee makes any voluntary arrangement with its creditors or becomes subject to an administration order;

12.2.4 the Licensee goes into liquidation (except for the purposes of an amalgamation, reconstruction or other reorganisation and in such manner that the company resulting from the reorganisation effectively agrees to be bound by or to assume the obligations imposed on that other party under these terms);

12.2.5 the Licensee ceases, or threatens to cease, to carry on business; or

12.2.6 there is a change of control of the Licensee within the meaning of Section 416 of the Income and Corporation Taxes Act 1988.

12.3 For the purpose of Clause 12.2.1, a breach shall be considered capable of remedy if the party in breach can comply with the provision in question in all respects other than as to the time of performance (provided that time of performance is not of the essence).

12.4 Termination or expiry of these terms shall not affect the parties' accrued rights and remedies.

12.5 In the event of termination (howsoever caused) or expiry of these terms:

12.5.1 the Licensee shall provide the estimate as referred to in Clause 8.2 above and immediately pay all outstanding sums to the Distributor and upon production of further invoices the Licensee shall pay other sums due but not previously invoiced prior to date of termination or expiry;

12.5.2 any licence granted to the Licensee shall immediately cease;

12.5.3 at OSNI's option (but at the Licensee's expense) the Licensee shall either destroy the Data, Goods and/or Services in its possession, power or control, (including any security copy) or return the Data, Goods and/or Services to OSNI. The Licensee shall also procure that an officer or duly authorised executive provides a sworn statement or affidavit verifying that this has been done.

13. EVENTS BEYOND THE CONTROL OF EITHER PARTY

13.1 Neither party shall be liable for any delay in performing or failure to perform its obligations (other than a payment obligation) under these terms due to Events beyond the control of either party. Such delay or failure shall not constitute a breach of these terms and the time for performance of the affected obligation shall be extended by such period as is reasonable.

13.2 The party claiming Events beyond their control shall notify the other party in writing of the reasons for such an event (and the likely duration, which should not be in excess of three (3) months) promptly after the

occurrence of the same and should use their reasonable endeavours to minimise the effect and duration of the event.

14. ASSIGNMENT

The Licensee shall not be entitled to assign, novate or transfer the whole or any part of the benefit of this Licence or any obligation under it to any party.

15. EXCLUSIVITY

These terms are not exclusive.

16. SEVERABILITY

If any provision of this Licence is held to be unenforceable, invalid or illegal that shall not affect the enforceability, validity or legality of any other provision.

17. WAIVER

No failure or delay by any party in exercising any right, power or privilege under this Licence shall impair such right, power or privilege or be construed as a waiver thereof. The rights and remedies of any party herein provided are cumulative and not exclusive of any rights and remedies provided by law.

18. NOTICES

All notices which are required to be given under this Licence shall be in writing and shall be sent to the address of the recipient set out on page one (1) or such other address as the recipient may designate by notice given in accordance with these terms. Any such notice may be delivered personally, by first class pre-paid letter, or facsimile transmission and shall be deemed to have been received where the notice has been sent by post within two (2) working days, or where the notice is sent by hand or is given by facsimile or other electronic media, simultaneously with the delivery or transmission provided that where notice is given by facsimile the sender receives confirmation of an error free transmission.

19. ENTIRE AGREEMENT

These terms represent the entire agreement and understanding between the parties hereto with respect to the subject matter.

20. LAW

These terms shall be governed by and construed in accordance with the law of Northern Ireland and each party agrees to submit to the exclusive jurisdiction of the Courts of Northern Ireland.

SCHEDULE 6:

The GeoInformation Group - UKMap END USER LICENCE AGREEMENT v10

IMPORTANT - READ CAREFULLY BEFORE using the data or OPENING THE DATA PROVIDED. This is a legal agreement between you, (“the Customer”) (either an individual or a legal entity such as a corporation) and The GeoInformation® Group (“the Publishers”). By opening the data you are agreeing to be bound by the terms of this agreement. If you do not agree to the terms of this agreement, promptly return the unopened media or file and the accompanying items (including written material) to the place you obtained them with proof of purchase for a refund.

This licence covers the use of UKMap database (defined in clause 15) or any component of UKMap database by an end user for the **agreed use** within their organisation, partners or approved sub-contractors.

UKMap reserves the right to amend the conditions of this licence at any time. All signed agreements will remain as so until the expiry date, thereafter Customers will be required to sign up to the prevailing licence.

1. GENERAL

- 1.1. These terms and conditions (“the Agreement”) shall exclusively govern the grant of a non-exclusive licence to the Customer by the Publishers for the use of UKMap data or any version or subset of UKMap data for the term of the licence (Clause 15). For the purposes of this Agreement:
 - 1.1.1. “Agreed Use” means the description of permitted use for the product as set out in Clause 15.
 - 1.1.2. “Archiving” means the retention of a copy of The Product for the express purpose of meeting legal or statutory obligations to retain product for future reference. Access to the archival copies may only be made in on an infrequent basis and in relation to the project for which the data was purchased and on a basis and for reference purposes only.
 - 1.1.3. “Corporate Licence” means a licence to the Customer which covers all potential users within their organisation and provides for unlimited use of UKMap Database within the organisation.
 - 1.1.4. “Departmental Licence” means a licence to the Customer which covers all users within an identified department within the licensing organisation.
 - 1.1.5. “Derived Data” means a dataset compiled by the Customer using any part of UKMap data as a reference layer, but explicitly excludes copies of part or all of UKMap database that can be used to recreate all or recognisable parts of UKMap database or extracts that are intended to replicate features already in UKMap data or extracts that by themselves can be used to replace such data. Derived data may not be used for commercial gain or passed on for use by third parties for commercial gain.
 - 1.1.6. “External Publication Licence” means a licence to publish the published product of UKMap by the licence holder. The publication licence allows for an unlimited print run for non commercial gain and within the remit of the licensee business purpose. The publication licence must run concurrent with either a valid corporate or restricted licence.
 - 1.1.7. “Internal Publication Licence” means a licence to publish insubstantial extracts of published product of UKMap data by the Customer. The publication licence allows for the Customer to distribute extracts of the published product for non commercial gain and within the remit of the licensee business purpose. The published product must represent an insubstantial portion of the customer published document and must not be the significant purpose of the publication. The publication licence must run concurrent with either a valid corporate or restricted licence.
 - 1.1.8. “Internal Staff” means staff directly employed by the Customers organisation and the regular business processes and functions that the Customer undertakes.
 - 1.1.9. “Internet Licence” means the placement of UKMap database on the Internet. Such rights are limited to web sites directly associated with the Customer; but there are no limitations on page views. All occurrences of any extract of the Product must be accompanied with the approved copyright notice and End User Licence number (see clause 15).
 - 1.1.10. “Product” means any part of UKMap databases supplied to a Customer either through an on-line service or on the media provided, the media and the accompanying manuals.
 - 1.1.11. “Project Licence” means a licence as defined by the agreed use, limited to a specified group of individuals or specified section or department within the Customers organisation or a licence limited to a specified named activity or named project within the Customers organisation.

- 1.1.12. "Published Product" means a graphic image, or non-searchable or non-editable version of the product published by the customer for its business purpose.
- 1.1.13. "Released" means a version of UKMap database authorised for release to the Customer by the Publisher.
- 1.1.14. "Single Licence" means a licence to the Customer which covers a single, at any one time, use of The Product within the licensing organisation.
- 1.1.15. "Sub Contractor, Contractor or Agent" means an organisation external to the Customer (commercial company, charitable body, voluntary organisations, local councils, etc.) that undertakes paid or unpaid work for the Customer. The Customers' involvement must be positive and cannot just be through the provision of funds.
- 1.2. The Customer may not assign or sub-licence any of its rights or obligations under this Agreement without the prior written consent of the Publishers.
- 1.3. This Agreement is governed by the Law of England and the parties accept the non-exclusive jurisdiction of the English courts.

2. GRANT OF LICENCE

- 2.1 The Publishers grant a licence for the use of UKMap database. This licence is either a full Corporate Licence or a Project Licence as set out below. The Customer may also add an External Publication Licence or an Internet Licence to either the Corporate Licence or the Project Licence. The Publication Licence and the Internet Licence are only valid if the Customer has purchased a concurrent Corporate Licence or Project Licence.

3. TERM OF LICENCE

- 3.1 This licence and all its terms shall renew automatically on the anniversary of the publishers signature date, unless a cancellation notice has been received in writing by the Publishers from the Customer at least 30 working days prior to this anniversary date.
- 3.2 Where the Customer does not wish to continue to licence the product it must on the anniversary date, return the Product to the place of purchase and remove any whole or partial copies of the Product from its computer systems. It must notify the publishers in writing within 5 working days of this.
- 3.3 All Product must be deleted once the licence term has ceased, except for a single copy of the Product held for archive purposes.
- 3.4 In the case of cancellation, Derived Data may be retained by the Customer for use by the business subject to the correct licence fees being paid.

4. CORPORATE LICENCE

- 4.1. A Corporate Licence means a licence that permits unlimited use of the Product by Internal Staff of the Customer in the internal operation of the Customer's organisation only.
- 4.2. The Customer may create unlimited copies of the Product in support of its regular business or for back up purposes.
- 4.3. The Customer is granted an Internal Publication Licence to support the regular business processes and functions of the Customer.
- 4.4. The customer must purchase an External publication licence to publish extract of the product external to the business.

4. DEPARTMENTAL LICENCE

- 4.1. A Departmental Licence is the same as a Corporate Licence except the use of The Product is limited to users within an identified department within the licensing organisation.

5. SINGLE LICENCE

- 5.1. A Single Licence is the same as a Corporate Licence except the use of The Product is limited to a single, at any one time, use of The Product within the licensing organisation

6. PROJECT LICENCE

- 6.1. "Project Licence" is the same as a Corporate Licence except the use of The Products is limited to a specified group of individuals or specified section or department within the Customers organisation or to a specified named activity or named project within the Customers organisation.

7. SUB CONTRACTORS

- 7.1. The Product may be provided to Sub Contractors, Contractors and Agents who are undertaking work for the Customer only if the data is necessary to complete the work and where they hold a valid third party licence code (see clause 15) from the publisher for use of the Product in connection with work for the Customer.

8. PROPRIETARY RIGHTS IN THE PRODUCT

- 8.1. At all times the Product shall remain the exclusive property of the Publishers.
- 8.2. Copyright and all intellectual property rights in the Product including in any images, data, or text incorporated in the Product are owned by the Publisher, except where explicitly acknowledged in Clause 15, and are protected by United Kingdom copyright laws and international treaty provisions
- 8.3. The Customer acknowledges that it has no rights therein except as set out in this Agreement.
- 8.4. The Customer agrees to comply with the terms of this licence.

9. DERIVED DATA

- 9.1. The Customer may be permitted to create Derived Data from the Product in connection with the regular business processes and functions of the Customer only where a licence to do so has been granted (see clause 15).
- 9.2. An in perpetuity licence to use derived data may be granted subject to the correct licence fee being paid, so long as the derived data is not used for commercial gain or passed to third parties for the purpose of commercial gain. Where there is any doubt about a data collection process that may infringe the definition of what constitutes Derived Data, it is the responsibility of the Customer to seek prior written approval from the Publishers that the results of any planned data capture process can be defined as Derived Data.

10. OTHER RESTRICTIONS

- 10.1. The Customer may not, except as provided in this Agreement:
- 10.1.1. Copy, extract, trace, or otherwise duplicate any part of the Product for purposes other than those explicitly granted by this licence;
- 10.1.2. Remove, change or obscure copyright notices;
- 10.1.3. Provide a bureau service to a third party for the benefit of or on behalf of a third party;
- 10.1.4. Incorporate the data into a third party product.
- 10.1.5. Promote or provide consultancy, education programmes, offer demonstrations or training courses on UKMap data.

11. COPYRIGHT NOTICE

- 11.1. All occurrences of the Product in any published form, whether in digital, print or on the internet shall acknowledge the owner of the Product and shall contain the same copyright notices in respect of the base information as appear on the Product.
- 11.2. The copyright notice shall be "UKMap Data © copyright by The GeoInformation® Group, 20XX Licence No.". These shall be placed together on the data and/or image or as reasonably near to

the data and/or image so as to acknowledge the copyright. The licence number is provided in clause 15.

12. WARRANTY AND LIABILITY

- 12.1. The Publishers warrant that the Product will substantially conform to the current applicable user documentation accompanying the Product. If the media is defective the Customer should return the Product with dated proof of payment to the place of purchase within 30 days of receipt for replacement at no charge. This is the Customer's sole remedy for defective media.
- 12.2. Although the information contained in the Product has been prepared with reasonable care the Publishers do not warrant the accuracy or completeness of the Product or the results to be obtained there from.
- 12.3. The Publishers do not warrant that the Customer's use of the Product will be uninterrupted or error free. Any implied warranties on the Product are limited to 30 days from the date of receipt.
- 12.4. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT the Publishers disclaim all other warranties either express or implied including but not limited to implied warranties of satisfactory quality or fitness for a particular purpose with respect to the Product, accompanying materials and any accompanying hardware to the maximum extent permitted by law.
- 12.5. The Publishers' entire liability and the Customer's exclusive remedy shall be, at the Publishers' option, either
 - 12.5.1. termination of this Agreement and full refund upon return to the Publishers of the Product and all copies thereof; or
 - 12.5.2. repair or replacement of the Product. Any replacement will be warranted for 30 days from the date of receipt of the replacement by the Customer.
- 12.6. To the maximum extent permitted by law, in no event shall the Publishers or its suppliers be liable for any damages whatsoever including without limitation special, indirect or consequential loss, damages for loss of business, lost profits, business interruption or other pecuniary loss arising out of the use or inability to use the Product, even if advised of the possibility of such damages. In no case shall the Publishers' liability exceed the fee paid by the Customer save that nothing in clause 7 of this Agreement affects any rights the Customer may have against the Publishers for death or personal injury caused by the Publishers' negligence.

13. TERMINATION

- 13.1. This Agreement will automatically terminate if the Customer (i) is made bankrupt; or (ii) enters into liquidation or / any arrangement with its creditors; or (iii) has a receiver or administrator or administrative receiver appointed with respect to any of its assets; or (iv) is in material breach of this Agreement, or (v) is in dispute with UKMap . Upon termination of this Agreement the Customer must return the Product to the place of purchase and remove any whole or partial copies of the Product from its computer systems.

14. COMPLIANCE

- 14.1. The Customer agrees to provide to the Publishers on demand a certificate signed by an officer of its organisation certifying that its organisation has fully complied with the terms of this Agreement.