

ORDNANCE SURVEY END-USER LICENCE AGREEMENT v. 4 (effective June 2019)

If you have purchased data processing or compression services from Experian Data Quality, and you have a direct data licence with the Ordnance Survey then this End-User Licence Agreement (EULA) is not applicable to you. Please review your contract and/or contact your Ordnance Survey Account Manager if you are uncertain as to your contracting arrangements.

This EULA sets out important terms of use which may impact the charges you pay for the Ordnance Survey data. Please contact Experian Data Quality directly, or via your reseller, in the event that any of your obligations are unclear.

BACKGROUND

A. This EULA is made available to the End-User pursuant to its agreement with Experian Data Quality (“the Agreement”) in relation to the supply of Ordnance Survey data including the Address Datasets described below.

“Address Datasets” means AddressBase®, AddressBase® Plus, AddressBase® Premium Code-Point® and AddressBase® Islands.

DATA SET TERMS

- B. This EULA contains the following documents:
- I. This cover sheet and terms and conditions
 - II. Appendix 1 – Licenced Use Standard
 - III. Appendix 2 – Licenced Use Infrastructure Body
 - IV. Appendix 3 – Licenced use Public Body
 - V. Appendix 4 – Ancillary Rights to Customer’s Licenced Use
 - VI. Appendix 5 – Third Party and Dataset Specific Terms

INTERPRETATION OF DATA SET TERMS

- C. When reading this EULA or any of the aforementioned Appendices please read all references to:
- I. “1:25 000 Scale Colour Raster (660 DPI)” means 1:25 000 Scale Colour Raster Data supplied in accordance with the Applicable High Resolution Data Specification;
 - II. “1:50 000 Scale Colour Raster (660 DPI)” means 1:50 000 Scale Colour Raster Data supplied in accordance with the Applicable High Resolution Data Specification;
 - III. “Address Datasets” means AddressBase®, AddressBase® Plus, AddressBase® Premium and AddressBase® Islands.
 - IV. “Distribution Contract” as the contract between Experian and Ordnance Survey setting out the commercial terms for the use of Licensed Data.
 - V. “Corporate Customer” as the Customer where the Customer is licensed for Corporate Group Data Sharing as part of a Corporate Group;
 - VI. “Corporate Group” includes:
 - a. that Corporate Customer;
 - b. each of that Corporate Customer’s wholly-owned subsidiaries’
 - c. each holding company of which that Corporate Customer is a wholly-owned subsidiary; and
 - d. each wholly-owned subsidiary of such holding companieswhere the terms “wholly-owned subsidiary” and “holding company” shall have the meaning given by section 1159 of the Companies Act 2006

- VII. "Corporate Group member" as each member of Your Corporate Customer's Corporate Group that is licensed for Corporate Group Data Sharing under and in accordance with the terms of this EULA.
- VIII. the "Customer", as the person or entity entering into the Agreement with Experian and all references herein to "You"/"Your"/"the End-User" shall be read and interpreted as meaning the Customer.
- IX. "Customer Contractor", as any contractor engaged by the Customer or tendering to provide goods or services to the Customer in connection with Licensed Data.
- X. "Customer Created Analytics Data" means Data created by your Customer using Licensed Data to provide analysis or an answer in response to a query or to create additional Data which can be linked to a Feature or Feature Attribution within Licensed Data, in each case provided that the Data:
- a. does not copy a Feature in whole, and does not copy a Feature Attribution in whole or in part; and
 - b. can be used independently of the Licensed Data.
- XI. "Epoch" as any iteration of the Licensed Data at a particular point in time;
- XII. "Excluded Bodies" as meaning:
- a. any body whose geographic remit is wholly or mainly in Northern Ireland;
 - b. save where we agree, any public or private limited company (including whether limited by shares or guarantee)
 - c. any Private Registered Provider of Social Housing, which shall have the meaning ascribed thereto in section 80 of the Housing and Regeneration Act 2008;
 - d. any registered social landlord within the meaning of Part 2 of the Housing (Scotland) Act 2010, and
 - e. any other body as may be identified by us (and published as an Excluded Body on our Website) from time to time
- XIII. "Experian" and "Experian Data Quality" as Experian Limited, a company registered in England and Wales (company registration number 00653331), whose registered office is at The Sir John Peace Building Experian Way, Ng2 Business Park, Nottingham, NG80 1ZZ
- XIV. "Feature" as any feature represented in a Topographic Dataset, including without limitation any line, polygon, symbol or text.
- XV. "Feature Attribution" as the characteristics associated with a Feature (subject to the Specification of the relevant Topographic Dataset).
- XVI. "Feature Attribution" means the characteristics associated with a Feature (subject to the Specification of the relevant Topographic Dataset).
- XVII. "Framework" as the agreement between Experian Data Quality and the Ordnance Survey.
- XVIII. "Free to Use Data" as Data created by You/the End-User:
- a. Using a Topographic Dataset as a source to infer the position of the Data you create; or
 - b. Which copies in part a Feature (copying in part meaning where the Data created partially coincides with a Feature in the source Topographic Dataset).
- In each case provided that the Data:
- i) Does not copy a Feature in whole, and does not copy a Feature Attribution in whole or in part;
 - ii) Neither represents or acts as a substitute for a Feature or Feature Attribution in the source Topographic Dataset; and
 - iii) Can be used independently of the Licensed Data,
- and in each case only to the extent that the Data created incorporates IPR owned by us and/or which is licensed by us from the Controller of Her Majesty's Stationary Office. For information purposes only, examples of Free to Use Data are published on the OS Website.
- XIX. "High Resolution Data" means 1:25 000 Scale Colour Raster (660 DPI) and/or 1:50 000 Scale Colour Raster (660 DPI).

- XX. “High Resolution Data Specification” means the specification for High Resolution Data set out in the following link <https://www.ordnancesurvey.co.uk/docs/licences/high-resolution-data-specification.pdf>, as may be amended from time to time;
- XXI. “Historical Licensed Data” means OS Data which:
- a. is identified as being Historical Licensed Data in, and is licensed to you as Licensed Data under, Clause 3.1 of the Distribution Contract; and
 - b. was originally published by us on or before 31 December 1995.
- XXII. “Infrastructure Body” means:
- a. a body which falls within the definition of ‘utility’ in Regulation 2 of the Utilities Contracts Regulations 2006 or Regulation 2 of the Utilities Contracts (Scotland) Regulations 2006; or
 - b. a body which is a provider of a ‘Public Electronic Communications Network’ as defined in the General Conditions of Entitlement set by the Office of Communications under section 45 of the Communications Act 2003; or
 - c. a body which operates a buried pipe-line or pipe-line network in Great Britain where, for the purposes of this paragraph c), ‘pipe-line’ has the meaning given to it in section 65 of the Pipe-lines Act 1962; or
 - d. any other entity or type of body identified by us from time to time as being an infrastructure body, as published on the Ordnance Survey Website.
- XXIII. “Licensed Data” as the particular Ordnance Survey Data licensed to You/the End-User in the Agreement.
- XXIV. “Migration Data” and “Pre Migration Data” as the Ordnance Survey Data listed below in the corresponding columns:

Pre Migration Data

Migration Data

AddressBase®

AddressBase® Plus
AddressBase® Premium

AddressBase® Plus

AddressBase® Premium

OS MasterMap® Integrated Transport Network™ Layer – Road Network (including any OSCAR Data licensed to you under paragraph 2.2 of Part A of Appendix 5)

OS MasterMap® Highways Road Network
OS MasterMap® Highways Road Network with Routing and Asset Management Information

OS MasterMap® Integrated Transport Network™ Layer – Road Network and Road Routing Information (including any OSCAR Data licensed to you under paragraph 2.2 of Part A of Appendix 5)

OS MasterMap® Highways Road Network with Routing and Asset Management Information

OS MasterMap® Integrated Transport Network™ Layer – Urban Paths Theme

OS MasterMap® Highways Path Network

OS VectorMap® Local Black and White Raster

OS VectorMap® Local

OS VectorMap® Local Colour Raster
OS VectorMap® Local Colour Raster – Backdrop mod

OS VectorMap® Local
OS VectorMap® Local

- XXV. “Modified Licensed Data” means Licensed Data supplied to you, a sub-partner, Reseller or Customer which:
- a. is not Replica Licensed Data; and
 - b. in our reasonable opinion, does not either recreate or substantially recreate any other OS Data (other than the Licensed Data used to create the Modified Licensed Data).

- XXVI. "Ordnance Survey" or "OS" as the Secretary of State for Business, Innovation and Skills, acting through Ordnance Survey, whose principal place of business is at Explorer House, Adanac Drive, Southampton, UK, SO16 OAS.
- XXVII. "Our", or "Us", or "We" as Experian and OS both individually and collectively where the context so requires or admits.
- XXVIII. "Perpetual Imagery Rights" means rights granted to you to enable you to use OS MasterMap® Imagery Layer for your Licensed Use on a perpetual basis following the termination of this EULA and without the ability to make updates or previous versions of OS MasterMap® Imagery Layer available to you during the lifetime of the licence.
- XXIX. "Pre Migration Data" means the following OS Data:
- a. AddressBase®
 - b. AddressBase® Plus
 - c. OS MasterMap® Integrated Transport Network™ Layer – Road Network
 - d. OS MasterMap® Integrated Transport Network™ Layer – Road Network and Road Routing Information
 - e. OS MasterMap® Integrated Transport Network™ Layer – Urban Paths Theme
 - f. OS VectorMap® Local Black and White Raster
 - g. OS VectorMap® Local Colour Raster
 - h. OS VectorMap® Local Colour Raster – Backdrop
- XXX. "Public Body" means:
- a. a body which falls within the definition of 'contracting authority' in Regulation 3 of the *Public Contracts Regulations 2006* or Regulation 2 of the *Public Contracts (Scotland) Regulations 2006*, excluding any Infrastructure Body; and/or
 - b. any other entity identified by us from time to time as being a public body, as published on Ordnance Survey's Website,
- in each case excluding the Excluded Bodies.
- XXXI. "Replica Licensed Data" means data which is the same as or substantially similar to the Licensed Data; "substantially similar" includes, without limitation, where the only changes made consist of one or more of the following:
- a. Selecting and/or "cutting" a similar geographical area within the Licensed Data;
 - b. Marketing and licensing one or more separate Datasets together as one product;
 - c. Changing the data storage format (but excluding where you convert vector format data into raster format data); and
- XXXII. Changing any colours. "Replica OS VectorMap Local Raster Data" means Data created by you using OS VectorMap® Local which is in raster format and is in one of the following variants: black and white, colour or colour backdrop.
- XXXIII. "Royal Mail Corporate Licence" means the appropriate 'PAF® Data Corporate Licence(s)' made available by Royal Mail for the use of PAF® Data either internally within the Licensee's group or externally.
- XXXIV. " "Royal Mail PAF EULA") means Royal Mail Group – Address Management Unit PAF® Data End User Terms which can be found via the link provided in this definition - http://support.qas.com/royal_mail_paf_eula_post_april_2015_for_purchases_and_or_renewals_post_1st_april_2015_2095.htm
- XXXV. "Specified Licensed Data" as Licensed Data which is:
- a. at all times licensed to You/the End-User under this EULA for:
 - i. National Coverage
 - ii. Corporate Use

- iii. Your/the End-User's Licensed Use under Appendix 1; and
- b. Limited to the following Datasets:
 - i. 1:50 000 Scale Colour Raster
 - ii. AddressBase
 - iii. AddressBase Plus
 - iv. AddressBase Premium
 - v. Code-Point
 - vi. Code-Point with polygons
 - vii. OS VectorMap Local
 - viii. OS VectorMap Local Black and White Raster
 - ix. OS VectorMap Local Colour Raster
 - x. OS VectorMap Local Colour Raster - Backdrop
- c.

XXXVI. "Style Guide" means the then current version of the style guide available on Ordnance Survey's website including electronic artwork and requirements as to the use of Trade Marks and acknowledgements of copyright and database right ownership.

XXXVII. "Terminal" as a laptop, PC, workstation or other equipment containing a screen on which the Licensed Data may be displayed or used, and which is internal or personal to the Customer and/or its permitted Contractors.

XXXVIII. "Topographic Dataset" means any of the following Licensed Data:

1:25 000 Scale Colour Raster

1:50 000 Scale Colour Raster

OS Terrain® 5

OS MasterMap® Integrated Transport Network™ Layer

OS MasterMap® Highways

OS MasterMap® Topography Layer

OS VectorMap® Local

OS VectorMap® Local Black and White Raster

OS VectorMap® Local Colour Raster

OS VectorMap® Local Colour Raster – Backdrop

Excluding any IPR in such Licensed Data which we will license from a third party.

1. **Ancillary Rights, Commencement Date, Land-Line Data, OSCAR Data, Products and/or Services and Term** shall have the meanings given to them in the remaining Clauses of this EULA.
2. **Cleansed, Data Extraction, Excepted End User, Extracted Data, PAF Data, Postcode, Royal Mail, Transaction, Transaction Management System, Website Transactions and Website Use** shall have the meanings given to them in the Royal Mail PAF EULA.
3. References to a Clause or Appendix are to a Clause or Appendix of this EULA, unless a clause of the Framework is specifically referred to.

ADDITIONAL DATA SET TERMS

D. The following terms apply to Your/the End-User's use of the Licensed Data.

1.1 Customer's Licensed Use

- 1.1.1 Your Licensed Use is a non-exclusive, non-transferable licence for the following use only for the duration of your licence:
- 1.1.1.1 the use in accordance with Appendix 1; or
 - 1.1.1.2 the use in accordance with Appendix 2 where the Customer is an Infrastructure Body; or
 - 1.1.1.3 the use in accordance with Appendix 3 where the Customer is a Public Body.
- 1.1.2 Solely to the extent necessary to enable you to grant Perpetual Imagery Rights, the licence granted under Clause 2.2.1 is perpetual.
- 1.1.3 For the avoidance of doubt, and save as otherwise agreed, you may only use Data created by you which has benefitted from, relied on or made any use of Licensed Data (including, without limitation, where you have created such Data by modifying, re-formatting, analysing or performing searches, look ups and/or enquiries using the Licensed Data) for its Licensed Use.

1.2 Ancillary Rights to Customer's Licensed Use

In addition to the Customer's Licensed Use rights, you may be granted the Ancillary Rights set out in Appendix 4.

2 Additional Terms

- I. Ordnance Survey shall have no liability to You /the End-User in respect of Your use of the Licensed Data (to the extent that Ordnance Survey is permitted to exclude or limit its liability by law).
- II. Ordnance Survey shall be entitled to the benefit of the terms of the Agreement and this EULA and the right to enforce such terms under the Contracts (Rights of Third Parties) Act 1999.
- III. You/the End-User must ensure that acknowledgements of copyright and database right ownership are included in a conspicuous position in all copies of Licensed Data (including Products and/or Services) in compliance with the Style Guide
- IV. You/the End-User shall at all times maintain a list (including names, addresses and telephone numbers) of all Sub-licensees with access to Licensed Data in connection with the Agreement- and shall make that list available to us on our request.
- V. In all cases where You/the End User indemnify "us" in accordance with the express terms of this EULA, references to "us" means Experian and OS (both individually and collectively). In all cases where this EULA expressly states that "we shall have no obligation or liability to you " reference to "we" means Experian and OS (both individually and collectively).

Appendix 1 Licensed Use – Standard

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;
- 1.1.2 Limited External Use as set out in paragraph 3;
- 1.1.3 Public Body and Infrastructure Body External Use as set out in paragraph 4; and
- 1.1.4 (subject to you paying the appropriate fee) Corporate Group Sharing as set out in paragraph 5.

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 or further** 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 in connection with the Customer’s **professional services** but solely in the following ways, either:

a) 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; or

b) to include a map in an advertisement in respect of the sale or letting of a property which is owned or leased by any of the Customer’s clients provided that any such advertisement may only be published either:

i) in a periodical published in paper format by a third party provided that any map contained in the Customer’s advertisement may not feature in any electronic reproduction of such periodical which is published on the internet or in any other format;

ii) in paper format within the Customer’s own publication; or

iii) in electronic format on the Customer’s own website,

and for the avoidance of doubt, this paragraph 3.1.3

	b) does not permit the Customer to publish any map generated by Licensed Data on any third party website.		b) an Address Dataset in which the PAF Data solely comprises of Cleansed Data.
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	4.2.2	PBIB Recipient means the Public Body and/or, subject to paragraph 4.2.3, the Infrastructure Body to whom PBIB Licensed Data is supplied, in accordance with paragraph 4.1 above;
	b) a significant part of any product or service offered by the Customer; or	4.2.3	where the PBIB Recipient is an Infrastructure Body, only the PBIB Licensed Data described in paragraph 4.2.1 b) may be supplied to it pursuant to paragraph 4.1 above;
	c) a service or product (or significant part of any product or service) provided on behalf of a third party;	4.2.4	both the Customer and the PBIB Recipient must be licensed for Business Use or Public Sector Use for the same area of coverage of the same PBIB Licensed Data being supplied and/or received;
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;	4.2.5	the Customer shall obtain written confirmation from the PBIB Recipient to whom it is supplying PBIB Licensed Data that the PBIB Recipient is licensed for Business Use or Public Sector Use as set out in Appendix 3, for the same area of coverage of the same PBIB Licensed Data being supplied;
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;	4.2.6	the Customer shall maintain a written record of:
3.2.5	the Customer shall not receive any direct payment, credit or money' 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		a) the names and addresses of PBIB Recipients to whom it has supplied PBIB Licensed Data;
			b) the PBIB Licensed Data which was supplied by it to the PBIB Recipients; and
			c) when the PBIB Licensed Data was supplied by it to the PBIB Recipients,
			and upon our written request it shall provide a copy of that written record to us;
4	Public Body and Infrastructure Body External Use		
4.1	Public Body and Infrastructure Body External Use is the supply of PBIB Licensed Data to a Public Body and/or an Infrastructure Body.	4.2.7	the Customer shall not receive any direct or indirect payment, credit or money's worth for the supply of PBIB Licensed Data to a PBIB Recipient;
4.2	Public Body and Infrastructure Body External Use is subject to the following conditions:		Subject to our liability not being excluded or limited for (i) death or personal resulting from our negligence, or that of our employees or agents; or (ii) fraudulent misrepresentation, we shall have no liability to the Customer or the Sharing
4.2.1	PBIB Licensed Data means Licensed Data which is either:	4.2.8	
	a) OS MasterMap Topography Layer; or		

Party in respect of the PBIB Licensed Data supplied to a PBIB Recipient; and

- 4.2.9 for the avoidance of doubt, the Customer shall acknowledge copyright and database right ownership (© *Crown copyright and database rights 2019. OS 100019885*) in a conspicuous position in all copies of Licensed Data (including Products and/or Services) in compliance with the Style Guide).

5 Corporate Group Data Sharing

5.1 Corporate Group Data Sharing is:

- 5.1.1 your Corporate Customer's supply to a Corporate Group Member; or
- 5.1.2 your Corporate Customer's receipt from a Corporate Group Member; or
- 5.1.3 a Corporate Group Member's supply to another Corporate Group Member,

of copies of any Specified Licensed Data (which, for the avoidance of doubt, includes any of our IPR in any Data created using Licensed Data).

Appendix 2 Licensed Use - Infrastructure Body 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 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 IPR 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 our liability not being excluded or limited for (i) death or personal resulting from our negligence, or that of our employees or agents; or (ii) fraudulent misrepresentation, 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 acknowledge copyright and database right ownership (© *Crown copyright and database rights 2019. OS 100019885*) in a conspicuous position in all copies of Licensed Data (including Products and/or Services) in compliance with the Style Guide.

Appendix 3 Licensed Use - Public Body 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 or substitutes an activity of a third party that is licensed for Licensed Data;
 - b) is reasonably likely to compete with or substitute 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 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 **Educational Funding Authority** means any of the following, or their successors: Higher Education Funding Council for England; Higher Education Funding Council for Wales; Scottish Funding Council; Department for Employment and Learning; Skills Funding Agency; Education Funding Agency; and Department for Children, Education, Lifelong Learning and Skills within the Welsh Assembly Government.
 - 2.1.5 **Educational Body** means any School, HFE Institution or Teachers' Training Establishment.
- 2.1.6 **Educational Use** means use for the purposes of teaching, learning, research or study by a School, a Teachers' Training Establishment or an HFE institution.
- 2.1.7 **Emergency Service** means any person, body or entity (other than the Customer) involved in responding immediately to an Emergency Situation.
- 2.1.8 **Emergency Situation** means an unforeseen act or event (beyond the Customer's reasonable control) requiring the Customer to respond urgently, including but not limited to any of the following: war; acts of god (including but not limited to fire, flood, earthquake, windstorm or other natural disaster); terrorist attacks; civil war; civil commotion; nuclear, chemical or biological contamination; interruption of utilities; and fire, explosion or accidental damage.
- 2.1.9 **Emergency Use** means use of Licensed Data by an Emergency Service to enable the Emergency Service to respond immediately to an Emergency Situation.
- 2.1.10 **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.
- 2.1.11 **HFE Institution** means a higher or further education institution or research council, in each case located in Great Britain and eligible to receive support from an Educational Funding Authority.
- 2.1.12 **INSPIRE End User** means a person entering into a Public Sector End User Licence - INSPIRE with the Customer for the INSPIRE End User Purpose.
- 2.1.13 **INSPIRE End User Purpose** means the INSPIRE End User using the data for personal, non-commercial use.
- 2.1.14 **INSPIRE Regulations** means the INSPIRE Regulations 2009/3157.
- 2.1.15 **Public Sector End User** means a person entering into a Public Sector End User Licence with the Customer.
- 2.1.16 **Public Sector End User Licence**

	means the licence of the same name (the term of which shall not exceed the term of the Customer's Sub-licence) available on the Website and applicable to this Appendix 3.		images that are generated by a map server using data from a GIS database or server.
2.1.17	Public Sector End User Licence – INSPIRE means the licence of the same name (the term of which shall not exceed the term of the Customer's Sub-licence) available on the Website and applicable to this Appendix 3.	2.2	For the avoidance of doubt, references to Licensed Data in paragraphs 3 to 9 shall include Data created using Licensed Data, to the extent that the Data created incorporates IPR 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.
2.1.18	Royal Mail Data means data or IPR 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.	2.3	Where paragraphs 6 and 7 refer to Licensed Data, such reference is limited to Data created using Licensed Data to the extent that the Data created incorporates IPR owned by us or delegated to us by the Controller of Her Majesty's Stationery Office.
2.1.19	School means a state, public or independent school in Great Britain which is properly authorised as a School by the Department for Education or the Scottish Government Education Department (or their successors) and has a unique DCSF Reference Number (or its Department for Education equivalent) or Scottish SEED number, and excludes European schools.	3	Public Sector Use
2.1.20	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.	3.1	Public Sector Use is the use of Licensed Data to support delivery of or to deliver a Customer's Core Business. For the avoidance of doubt, to the extent that Licensed Data includes Royal Mail Data, this paragraph 3 is subject to the Royal Mail PAF EULA.
2.1.21	Teachers' Training Establishment means an institution in Great Britain accredited as a provider of teacher training courses by the Training and Development Agency for Schools or by the Higher Education Funding Council for Wales, or their successors.	3.2	Public Sector Use does not entitle a Customer to make available or to provide Licensed Data to third parties, save as follows:
2.1.22	WFS means a service provided by the Customer in accordance with the standard protocol for serving over the internet georeferenced data that is generated by a map server using data from a GIS database or server.	3.2.1	in accordance with the Public Sector Data Sharing provisions in paragraph 4;
2.1.23	WMS means a service provided by the Customer in accordance with the standard protocol for serving over the internet georeferenced map	3.2.2	in accordance with the End User Licensing provisions in paragraph 5;
		3.2.3	in accordance with the INSPIRE End User Licensing provisions in paragraph 6;
		3.2.4	in accordance with the Emergency Situations Licensing provisions in paragraph 7; and
		3.2.5	where a Customer makes Licensed Data (specifically excluding 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 8.
		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, Educational Bodies and (solely to the extent the Licensed Data concerned is PBIB Licensed Data as defined in Appendix 1) other non-Public Body third parties of copies of any Licensed Data.

4.2	Public Sector Data Sharing is subject to the following conditions:		Customer shall provide a copy of that written record to us; and
4.2.1	Sharing Party means the third party to whom Licensed Data is supplied or the Infrastructure Body, Educational Body or non-Public Body third party from whom Licensed Data is received pursuant to this paragraph 4;	4.2.7	Subject to our liability not being excluded or limited for (i) death or personal resulting from our negligence, or that of our employees or agents; or (ii) fraudulent misrepresentation, 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.
4.2.2	both the Customer and the Sharing Party must be licensed for Business Use, Public Sector Use or Educational 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, Public Sector Use or Educational Use for the same area of coverage of the same Licensed Data being supplied;	5	End User Licensing
4.2.4	the use of the Licensed Data received by the Customer from an Infrastructure Body, Educational Body or non-Public Body third party shall be governed by the terms of the Customer's Sub-licence;	5.1	The Customer may supply copies of Licensed Data (specifically excluding Points of Interest Data) to Public Sector End Users solely to enable such Public Sector End Users to use the data to respond to, or interact with the Customer to deliver or support the delivery of the Customer's Core Business.
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;	5.2	Subject to paragraph 5.7, where the Customer supplies copies of Licensed Data under paragraph 5.1, it shall do so on the terms of the Public Sector End User Licence.
4.2.6	the Customer shall maintain a written record of:	5.3	The Public Sector End User Licence shall be click accepted by a Public Sector End User prior to accessing the Licensed Data.
	a) the names and addresses of Sharing Parties from whom it has received or to whom it has supplied Licensed Data;	5.4	In making Licensed Data available under this paragraph 5, the Customer shall comply with the watermarking obligation in paragraph 8.1.2b) and shall ensure the Licensed Data includes the Customer's licence number prefixed or suffixed with the letters EUL.
	b) the Licensed Data which was received by it from and/or supplied by it to the Sharing Parties; and	5.5	In the event of any infringement or breach of our IPR by any party which we reasonably believe may have accessed our IPR from the Customer's End User Licensing, the Customer will, on our request, use its best endeavours to assist us with investigating, pursuing and/or remedying any such infringement or breach, including, in particular, identifying relevant Internet Protocol addresses, details of what Licensed Data has been supplied, dates of supply, identity of the Public Sector End User, whether a Public Sector End User Licence has been click accepted or deemed accepted, and terminating any relevant Public Sector End User Licence where requested by us.
	c) when the Licensed Data was received by it from and/or supplied by it to the Sharing Parties,	5.6	The Customer must agree:
	and the Customer shall retain the written record until it ceases to use the Licensed Data and no longer retains an archive of it in accordance with paragraph 5 of Appendix 4. Upon our written request the	5.6.1	only to make available Licensed Data under this paragraph 5 where there is a specific requirement to do so, and where that requirement cannot be reasonably met by an alternative, such as public data viewing under paragraph 3.2.5 or through alternative data (such as

OS OpenData). For the avoidance of doubt, where the Customer wishes to make data available solely to comply with the transparency agenda, such compliance is not of itself considered to be a specific requirement;

- 5.6.2 that any Licensed Data made available under this paragraph 5 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;
- 5.6.3 to monitor its End User Licensing activities and to report the same to us, in accordance with any guidelines issued by us from time to time;
- 5.6.4 to use reasonable endeavours to terminate all Public Sector End User Licences with effect from the date of expiry or termination of the Customer's Sub-licence.

5.7 Where the Customer is supplying hard copies of Licensed Data to Public Sector End Users solely for the purpose set out in paragraph 5.1, paragraphs 5.2 and 5.3 shall not apply and, instead, the Customer shall ensure that the following licence condition is set out in legible font and in a conspicuous position on the hard copy:

'You are permitted to use this data solely to enable you to respond to, or interact with, the organisation which has provided you with the data. You are not permitted to copy, sub-license, distribute or sell any of this data to third parties in any form.'

5.8 Prior to providing Licensed Data to a Public Sector End User, a Customer shall:

- 5.8.1 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 Public Sector End Users; or
- 5.8.2 extend the number of Terminals licensed under the Customer Sub-licence to ensure compliance with 5.8.1 above.

6 INSPIRE End User Licensing

6.1 Where the Customer is required to make available Licensed Data in order to comply with its obligations under the INSPIRE Regulations, it may supply copies of Licensed Data (specifically excluding Points of Interest Data) to INSPIRE End Users for the INSPIRE End User Purpose in

accordance with this paragraph 6.

- 6.2 Where the Customer supplies copies of Licensed Data under paragraph 6.1, it shall do so on the terms of the Public Sector End User Licence - INSPIRE.
- 6.3 Save where the Licensed Data is made available by way of a WMS or WFS, the Public Sector End User Licence - INSPIRE shall either be click accepted by an INSPIRE End User prior to accessing the Licensed Data, or deemed to have been accepted by an INSPIRE End User. Where not made available via click acceptance the Customer shall ensure that the Public Sector End User Licence - INSPIRE terms are clearly drawn to the INSPIRE End User's attention prior to being given access to the Licensed Data, by means of a link to the Public Sector End User Licence - INSPIRE together with a statement in legible font in a conspicuous position that by using or accessing the Licensed Data the INSPIRE End User is deemed to have accepted the Public Sector End User Licence - INSPIRE. In addition, the Customer will ensure that a link to the Public Sector End User Licence - INSPIRE is contained in the metadata, and that the metadata is made available with the Licensed Data.
- 6.4 Save where the Licensed Data is made available (i) by way of a WMS or WFS, and/or (ii) in vector format, the Customer will:
 - 6.4.1 include a background watermark to identify the source of the Licensed Data at scales of 1:10 000 or larger. The watermark must appear at least once and cover at least 10% of the map image reproduced; and
 - 6.4.2 ensure that the Licensed Data includes:
 - a) the acknowledgement(s) required by paragraph 8.1.1; and
 - b) the Customer's licence number pre-fixed or suffixed with the letters 'EUL'.

- 6.5 Where the Licensed Data is made available in vector format, other than via WFS, the Customer shall ensure that copy protection measures are used.
- 6.6 As stated in paragraph 2.3 above, in this paragraph 6, references to Licensed Data are limited to Data created by the Customer using Licensed Data and, for the avoidance of doubt, Licensed Data which has not been so created may not be supplied under this paragraph 6 as 'background' or otherwise.
- 6.7 Where the Customer, under this paragraph 6, makes the Licensed Data available within a WMS and/or WFS:
- 6.7.1 the url containing the Public Sector End User Licence - INSPIRE must be included within the WMS and/or WFS metadata, and must also be returned by GetCapabilities; and
- 6.7.2 where practicable, the Customer shall ensure that the Public Sector End User Licence - INSPIRE terms are clearly drawn to the end user's attention prior to or at the same time as being given access to the Licensed Data, by means of a link to the Public Sector End User Licence - INSPIRE together with a statement in legible font in a conspicuous position that by using or accessing the Licensed Data the end user is deemed to have accepted the Public Sector End User Licence - INSPIRE.
- 6.8 The Customer's shall:
- 6.8.1 maintain a list (including names, addresses and telephone numbers) all sub-licensees with access to Licensed Data in connection with this EULA and make that list available on our request. However, you shall not be required to list any End Users or any Customers who have been granted a perpetual licence to use Licensed Data in accordance with their Licensed Use (except to the extent those Customers have been granted perpetual rights in respect of OS MasterMap Imagery Layer in accordance with the terms of this EULA) or have been provided with paper products. We and/or Ordnance Survey shall be permitted to use such list to contact any listed Sub-licensee for the purpose of monitoring their dealings with Licensed Data and enforcing our rights. We shall not use such list for any other purpose and shall treat such list as your Confidential Information.
- 6.8.2 You shall maintain accurate and complete records related to all transactions and supplies of Licensed Data arising out of this EULA. You shall provide evidence of compliance with your obligations under the Agreement, if we so request. You also agree to comply with reasonable measures stipulated by us as a result of any audit.
- The Customer's obligations above shall, in the case of any supplies made pursuant to this paragraph 6, not require the Customer to capture and collect the names and contact details of INSPIRE End Users.
- 6.9 Paragraphs 5.5 to 5.6 above shall apply to any supply under this paragraph 6, with any necessary changes.
- 7 Emergency Situations Licensing**
- 7.1 In Emergency Situations, the Customer may provide Licensed Data (specifically excluding Points of Interest Data) to Emergency Services who are not licensed to use the same, to the extent required for, and for the purposes only of, Emergency Use.
- 7.2 Where the Customer has provided Licensed Data to Emergency Services for Emergency Use, the Customer shall within 60 days of such provision, provide us with:
- 7.2.1 a description of the precise Licensed Data that has been provided (including area of coverage);
- 7.2.2 the format in which it was provided;
- 7.2.3 the full correct name, address and contact details of the recipient Emergency Service;
- 7.2.4 the date on which the Licensed Data was provided to the recipient Emergency Service; and
- 7.2.5 a description of the particular Emergency Situation and the particular purpose for which the Emergency Use was required.
- 7.3 In the event that the recipient Emergency Service does not agree to license, return or destroy the data provided to it by the Customer for Emergency Use, the Customer agrees to use its reasonable endeavours to assist us in procuring that the Emergency Service concerned either destroys the data or returns it to us and/or the Customer.
- 8 Customer Obligations**
- 8.1 In addition to the other Customer obligations set out herein, the Customer shall ensure that:
- 8.1.1 for the avoidance of doubt, copyright,

database right and trade mark acknowledgements (which must be in a conspicuous position in all copies of Licensed Data including Products and/or Services in compliance with the Style Guide) are included on the Licensed Data and on any copies the Customer or any Public Sector End User or INSPIRE End User produces;

8.1.2 where the Customer makes Licensed Data publicly available in accordance with paragraph 3.2.5 above:

a) in relation to Licensed Data made available as a raster file or a copy protected vector file only, the Customer shall ensure that 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 i) to iii) below:

i) *'You are granted a non-exclusive, royalty free, revocable licence solely to view the Licensed Data for non-commercial purposes for the period during which [insert name of Customer] makes it available;*

ii) *you are not permitted to copy, sub-license, distribute, sell or otherwise make available the Licensed Data to third parties in any form; and*

iii) *third party rights to enforce the terms of this licence shall be reserved to Ordnance Survey;*

b) where the Customer makes Licensed Data available by way of a WMS or WFS, to the

extent that the Licensed Data comprises 1:10 000 Scale Raster Data (as defined in paragraph 3 of Part A of Appendix 5), OS VectorMap Local, OS MasterMap Integrated Transport Network Layer,

OS MasterMap Topography Layer, Land-Line Data (as defined in paragraph 1 of Part A of Appendix 5) or OSCAR Data (as defined in paragraph 2 of Part A of Appendix 5) please see the guidance at

<http://www.os.uk/business-and-government/public-sector/mapping-agreements/wms-and-wfs-guidance.html> as to whether or not a background watermark to identify the source of the Licensed Data must be included. Where a watermark is required, it must appear at least once and cover at least 10% of the map image reproduced. For the avoidance of doubt, no watermarking is required where the Customer makes Licensed Data available via electronic documents (e.g. a pdf), static internet image (i.e. a 'read only' raster format image which cannot be edited, manipulated, interrogated, geo-referenced or customised in any way or used within any geographical information system or comparable database or software system) or hard copy;

c) in relation to Licensed Data made available in hard copy form for members of the public to take away, the Customer shall ensure that the following licence condition is set out in legible font and in a conspicuous position on the hard copy:

'You are not permitted to copy, sub-license, distribute or sell any of this data to third parties in any

Form; and

- d) for the avoidance of doubt, in relation to Licensed Data made available in hard copy form for members of the public to view, but not to take away, the obligation set out in paragraph 8.1.2 c) above shall not apply; and

8.1.3 where the Customer makes Licensed Data available, either under this Appendix 3 or paragraph 1 of Appendix 4, by way of a WMS or WFS, the Customer will comply with the guidance set out at <http://www.os.uk/business-and-government/public-sector/mapping-agreements/wms-and-wfs-guidance.html>.

the Customer's Sub-licence shall limit or exclude the Customer's liability to us under this indemnity.

9 Competing Activities and Commercial Activities

- 9.1 Nothing in this Appendix permits the Customer or any person to use the Licensed Data for any Commercial Activities or Competing Activities.
- 9.2 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 Competing Activity or Commercial Activity. Such steps may include the action set out in paragraph 9.3 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 OS as to the existence of a Competing Activity shall be final and conclusive.
- 9.3 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:
 - 9.3.1 enter into a separate appropriate licence or Sub-licence; or
 - 9.3.2 amend its planned or current use of the relevant Licensed Data so as to resolve the problem identified to our reasonable satisfaction.
- 9.4 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 this paragraph 9. Nothing in

Appendix 4 Ancillary Rights to Customer's Licensed Use Customer Contractor Rights

The Customer may be granted the right to sub license 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. Where such rights are granted the Customer shall comply with the obligations set out in paragraphs 1.1 to 1.6.

1.1 Number of Terminals

1.1.1 Prior to providing Licensed Data to a Customer Contractor, a Customer shall:

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

1.1.2 For the avoidance of doubt, where your Customer has provided Licensed Data to a Customer Contractor, you shall declare at least 2 Terminals in your Royalty statement in respect of that Customer.

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 the following provisions:

- 1.2.1 the applicable restrictions included in the Agreement are applied to the relevant Sub- licensee;
- 1.2.2 any applicable obligations imposed on you in the Agreement are imposed on the relevant Sub- licensee;

- 1.2.3 any right for the relevant Sub- licensee to use Licensed Data shall terminate automatically on termination of the Agreement;
- 1.2.4 we shall have no liability to any Sub- licensee in respect of Licensed Data or the Agreement;
- 1.2.5 any applicable rights reserved in the Agreement in relation to the Licensed Data and for our benefit are reserved, including rights to enforce directly the terms of the agreement with the relevant Sub- licensee pursuant to the *Contracts (Rights of Third Parties) Act 1999*;

(which, for the avoidance of doubt shall include obligations in relation to copyright and database right acknowledgments equivalent to paragraph 3.3 of Appendix 1 and paragraph 3.3 of Appendix 2).

1.3 Sharing of Licensed Data between Customer Contractors

Except in relation to Address Datasets and Points of Interest 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 EULA or the Agreement or Contract,

whichever is the sooner, and provides, at

the Customer's request, a sworn statement by a duly authorised 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 paragraph 3.3 of Appendix 1 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

The Customer's liability to us shall extend to and include acts and omissions of Customer Contractors.

2 Free to Use Data

2.1 Subject to paragraphs 2.2 and 2.3 and the Customers complying with the provisions of paragraphs 2.2 to 2.6, Experian may grant the Customers upon termination or expiry of their Customer Sub-licence (except where we terminate the Customer Sub-licence as a result of the Customer's breach of the Customer Sub-licence or its actual or anticipated insolvency) a non-exclusive, royalty-free, perpetual licence to use Free to Use Data for their Licensed Use (including the right to sub-licence such Free to Use Data to a Customer Contractor).

2.2 The licence granted in paragraph 2.1 shall entitle neither the Customer nor the Customer's sub-licensees to (and the Customer 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).

2.3 Subject to our liability not being excluded or limited for (i) death or personal resulting from our negligence, or that of our employees or agents; or (ii) fraudulent misrepresentation, we shall have no liability in respect of the Customer's or any of the Customer's sub licensees' use of Free to Use Data and you shall indemnify and keep us 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).

2.4 The Customer must acknowledge the copyright and the source of the Free to Use Data by including the following attribution statement:

© Crown copyright [and database rights] [insert year] OS [licence number].

The Customer shall include the same acknowledgement requirement in any sub licences of the Free to Use Data that it grants, and a requirement that any further sub-licences do the same.

2.5 If the Customer breaches any provision of this paragraph 2, the licence granted in paragraph 2.1

shall immediately terminate and the Customer shall within 30 days destroy (or at our option return) all Licensed Data under this EULA which you hold or for which you are responsible (including any such Licensed Data embedded in any other material but not any Licensed Data you are entitled to retain) and provide written confirmation that you have done so at our request in respect of its Free to Use Data.

2.6 Where the Customer is in any doubt as to whether or not something constitutes Free to Use Data, the Customer shall consult us for guidance.

3 Customer Created Analytics Data

3.1 The Customer may grant sub-licensees upon termination or expiry of their Sub-licence (except where Customer terminates the Customer Sub-licence as a result of the sub-licensee's breach of the Customer Sub-licence or its actual or anticipated insolvency) a non-exclusive, royalty-free, perpetual licence to use Customer Created Analytics Data for their Licensed Use (including to sub-licence such Customer Created Analytics Data to a Customer Contractor), provided only that this licence is subject to Customer's compliance with paragraphs 2.2 to 2.6 (which shall be deemed to be amended as required so as to apply to Customer Created Analytics Data).

3.2 If Customer wishes to use Customer Created Analytics Data for a purpose outside their Licensed Use (including commercial reuse), please contact us for appropriate terms.

4 Customer Data

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

4.1.1 does not comprise Free to Use Data or Customer Created Analytics Data; and

4.1.2 does not incorporate or infringe any IPR in the Licensed Data,

the terms of the Agreement do not apply to such Data.

4.2 Examples of Data that this paragraph applies to may be found on OS Website.

5 Public Data Sharing

Where the Customer receives any Licensed Data (which, for the avoidance of doubt, includes any of our IPR in any Data created using Licensed Data) from Public Bodies Experian may license the Customer for such Licensed Data provided that:

5.1 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;

- 5.2 the licence to such Licensed Data to the Customer shall be as set out herein and subject to the terms herein;
- 5.3 the Customer shall maintain a written record of:
- 5.3.1 the names and addresses of Public Bodies from whom the Customer has received Licensed Data;
 - 5.3.2 the Licensed Data which was received by the Customer from the Public Body; and
 - 5.3.3 when the Licensed Data was received by the Customer from the Public Body;
- 5.4 the Customer shall:
- 5.4.1 retain the written records referred to in paragraph 5.3 for such time as the Customer continues to use such Licensed Data or retain an archive of it in accordance with paragraph 6 of Appendix 4 of the Distribution Contract;
 - 5.4.2 provide us with a copy of such Licensed Data and the written record maintained by the Customer in accordance with paragraph 5.3 upon written request being made by us; and
 - 5.4.3 reserve third party rights for OS to directly enforce the relevant clauses of the Customer Sub licence which reflect paragraphs 5.3 and 5.4;
- 5.5 Except to the extent that we shall not exclude or limit our liability for (i) death or personal injury to the extent it results from our negligence, or that of our employees or agents; or (ii) any liability for fraud or fraudulent misrepresentation, we shall have no obligation or liability to you or your Sub-partners in respect of the Licensed Data received by a Customer from a Public Body; and
- 5.6 for the avoidance of doubt, save where expressly permitted under the Agreement, this Agreement does not entitle licensed Customers to receive and/or use Licensed Data from any other third party.

Appendix 5 Third Party and Dataset Specific Terms

Part A: Legacy OS Data and Generalised Roads

1 OS MasterMap Topography Layer

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 EULA.

1.2 Subject to paragraph 1.3 below, we grant you a non-exclusive, revocable, royalty-free licence to sub-license (but for the avoidance of doubt, not to supply) OS Data known as Land-Line® and/or Land Line.Plus®

(Land-Line Data). Land Line Data is no longer supplied or maintained by us. Land-Line Data licensed to the Customer in accordance with this paragraph shall:

1.2.1 be limited to the Customer's existing holdings of Land-Line Data; and

1.2.2 not exceed the area covered by the Customer's licence for OS MasterMap Topography Layer,

and the Customer shall be entitled to use Land-Line Data as if it were Licensed Data and references to 'Licensed Data' within the EULA shall be construed to include Land-Line Data.

1.3 There is no maximum number of Terminals upon which Land-Line Data may be used under the sub-licence granted under paragraph 1.2.

1.4 Where Customer's Product and/or Service contains 1 or more Epochs of Land-Line Data, and the Customer was previously entitled to include such Land-Line Data in the Customer's Product and/or Service pursuant to this EULA or any of its predecessors, the Customer shall be entitled to use such Land-Line Data as if it were Licensed Data and references to 'Licensed Data' within this EULA shall be construed to include Land-Line Data provided that in respect of any area of coverage of LandLine Data in your Product and/or Service which is not also covered by a licence under this EULA for OS MasterMap Topography Layer, you shall, in respect of each Epoch of such Land-Line Data in your Product and/or Service, pay the appropriate fee as if each such Epoch of Land-Line Data was OS MasterMap Topography Layer.

1.5 Your rights under this paragraph 1 are subject to the following conditions:

1.5.1 we shall not be obliged to supply or deliver the Land-Line Data nor Land-Line Data Updates;

1.5.2 we give no warranty in respect of Land Line

Data; and

1.5.3 Except to the extent that we shall not exclude or limit our liability for (i) death or personal injury to the extent it results from our negligence, or that of our employees or agents; or (ii) any liability for fraud or fraudulent misrepresentation, we shall have no liability for any loss or damages you 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.

2 OS MasterMap Integrated Transport Network Layer

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 EULA.

2.2 Subject to paragraphs 2.3 to 2.5 below, we grant you a non-exclusive, revocable, royalty-free licence to sub-license (but for the avoidance of doubt, not to supply) OS Data known as OSCAR Traffic Manager® and OSCAR Asset Manager® **(OSCAR Data)**. OSCAR Data is no longer supplied or maintained by us.

2.3 OSCAR Data sub-licensed to the Customer in accordance with paragraph 2.2 above shall:

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.

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:

2.4.1 we shall not be obliged to supply or deliver the OSCAR Data nor OSCAR Data Updates;

2.4.2 we give no warranty in respect of OSCAR Data; and

2.4.3 Except to the extent that we shall not exclude or limit our liability for (i) death or personal injury to the extent it results from our negligence, or that of our employees or agents; or (ii) any liability for fraud or fraudulent misrepresentation we shall have no liability for any loss or damages the Customer suffers 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.
- 2.5 There is no maximum number of Terminals upon which OSCAR Data may be used.
- 3 **OS VectorMap Local**
- 3.1 In this paragraph 3:
 - 3.1.1 **1:10 000 Scale Raster Data** means the OS Data known as 1:10 000 Scale Raster; and
 - 3.1.2 **OS VectorMap Local Raster Product** means any of the following OS Data:
 - a) OS VectorMap Local Black and White Raster;
 - b) OS VectorMap Local Colour Raster; and
 - c) OS VectorMap Local Colour Raster O Backdrop.
- 3.2 1:10 000 Scale Raster Data is no longer supplied or maintained by us. Where your Product and/or Service contains 1 or more Epochs of 1:10 000 Scale Raster Data, and you were previously entitled to include such 1:10 000 Scale Raster Data in your Product and/or Service pursuant to this Contract, you shall be entitled to use such 1:10 000 Scale Raster Data as if it were Licensed Data and references to 'Licensed Data' within this Contract shall be construed to include 1:10 000 Scale Raster Data provided that:
 - 3.2.1 you shall not be required to pay any royalties under this Contract in respect of any area of coverage of 1:10 000 Scale Raster Data in your Product and/or Service which is also covered by a licence under this Contract for OS VectorMap Local (provided that your use of any such 1:10 000 Scale Raster Data shall be subject to any conditions applicable to your licence for OS VectorMap Local under this Contract);
 - 3.2.2 in respect of any area of coverage of 1:10 000 Scale Raster Data in your Product and/or Service which is not also covered by a licence under this Contract for OS VectorMap Local, you shall, in respect of each Epoch of such 1:10 000 Scale Raster Data in your Product and/or Service, pay the appropriate fee as if each such Epoch of 1:10 000 Scale Raster Data was an OS VectorMap Local Raster Product;
 - 3.2.3 we shall not be obliged to supply or deliver the 1:10 000 Scale Raster Data nor 1:10 000 Scale Raster Data Updates;
 - 3.2.4 we give no warranty in respect of 1:10 000 Scale Raster Data; and

- 3.2.5 Except to the extent that we shall not exclude or limit our liability for (i) death or personal injury to the extent it results from our negligence, or that of our employees or agents; or (ii) any liability for fraud or fraudulent misrepresentation, we shall have no liability for any loss or damages you suffer as a result of any use, loss, deletion or destruction of 1:10 000 Scale Raster Data or as a result of us not supplying or updating 1:10 000 Scale Raster Data.

4 **OS Terrain 5**

- 4.1 In this paragraph 4 **Land-Form PROFILE Data** means the OS Data known as Land-Form PROFILE®.
- 4.2 Land-Form PROFILE Data is no longer supplied or maintained by us.
- 4.3 Where your Product and/or Service contains 1 or more Epochs of Land-Form PROFILE Data, and you were previously entitled to include such Land-Form PROFILE Raster Data in your Product and/or Service pursuant to this Contract EULA, you shall be entitled to use such Land-Form PROFILE Data as if it were Licensed Data and references to 'Licensed Data' within this Contract EULA shall be construed to include Land-Form PROFILE Data provided that:
 - 4.3.1 you shall not be required to pay any royalties under this Contract in respect of any area of coverage of Land-Form PROFILE in your Product and/or Service which is also covered by a licence under this Contract for OS Terrain 5 (provided that your use of any such Land-Form PROFILE shall be subject to any conditions applicable to your licence for OS Terrain 5 under this Contract);
 - 4.3.2 in respect of any area of coverage of Land-Form PROFILE Data in your Product and/or Service which is not also covered by a licence under this Contract for OS Terrain, you shall, in respect of each Epoch of such Land-Form PROFILE Data in your Product and/or Service, pay the appropriate fee as if each such Epoch of Land-Form PROFILE Data was OS Terrain 5;
 - 4.3.3 we shall not be obliged to supply or deliver the Land-Form PROFILE Data nor Land-Form PROFILE Data Updates;
 - 4.3.4 we give no warranty in respect of Land-Form PROFILE Data; and

4-3-5 we shall have no liability for any loss or damages you or the Customer suffer as a result of any use, loss, deletion or destruction of Land-Form PROFILE Data or as a result of us not supplying or updating Land-Form PROFILE Data.

Road, Roundabout);
vii) Road Length;
viii) Grade Separation;

5 Generalised Roads

5.1 Where you create a product (a **Generalised Roads product**) containing OS MasterMap Integrated Transport Network Layer Road Network Data which conforms to the specification set out in paragraph 5.2 below, the terms of this paragraph 5 apply in addition to the other terms of this EULA.

5.2 A product must satisfy the following conditions in order that it may be considered a Generalised Roads product:

5.1.1 the product must contain Minor Roads and Local Streets;

5.1.2 complex junctions (such as staggered crossroads (offset junctions less than 10 metres apart)) may only be displayed as standard crossroads or simple junctions;

5.1.3 the product must not contain more than the following geometry and attribution:

a) **Features:**

- i) Motorways;
- ii) A Roads;
- iii) B Roads;
- iv) Minor Roads;
- v) Local Streets;
- vi) Private Roads with Public Access;
- vii) Private Roads with Restricted Access;
- viii) Pedestrianised Roads;

b) **Link attributes:**

- i) Road Classification;
- ii) Road Name;
- iii) Department for Transport Number;
- iv) Trunk Roads;
- v) Primary Routes;
- vi) Nature of Road (Dual Carriageway, Single Carriageway, Slip

c) **Node attributes:**

- i) Roundabout Flag (for small roundabouts);
- ii) Junction Numbers (Motorways only);

5.1.4 the product must not contain the following geometry and attribution:

- a) Private Road with gates and/or barriers;
- b) Alleys;
- c) Ferry Routes;
- d) TOIDs;
- e) Traffic Island links at junctions;
- f) Traffic Island links;
- g) Mini Roundabouts; and
- h) Road Routing Information.

- 5.2 The terms referred to in this paragraph 5 shall be construed in accordance with the meanings given to them in the user guide for OS MasterMap Integrated Transport Network Layer- Road Network as may be amended from time to time. (company registration 00653331) and whose provenance as Experian data is capable of being identified within the Points of Interest Data;
- 5.3 You may provide Customers of a Generalised Roads product with 1 annual Update only.
- 2.1 **Part B: Third Party Terms**
- 1 **Points of Interest**
- 1.1 Where the Licensed Data includes Points of Interest, the terms of this paragraph 1 apply in addition to the other terms of this EULA. Where there is any conflict between the terms of this paragraph 1 and the terms of this EULA, this paragraph 1 shall take precedence. In particular any Licensed Use granted to you in respect of the Points of Interest Data shall be varied and restricted as set out in paragraphs 1.3 and 1.4 below.
- 1.2 In this paragraph 1:
- 1.2.1 **118 Data** means data owned or licensed by 118 Information Limited (company registration 07015814) and whose provenance as 118 data is capable of being identified within the Points of Interest Data;
- 1.2.2 **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;
- 1.2.3 **Excluded Companies** means the following companies:
- | | | |
|-------------|-------------|-----------------|
| a) Agco | l) Dun & | w) Mardev |
| b) Agricred | m) Enable | x) Microsoft |
| c) Blue | n) Equifax | y) Onesource |
| d) BOCM | o) Experian | z) Santander UK |
| e) BP | p) First | aa) Shell |
| f) BT | q) Formpart | b) Syntegra |
| g) Cellhire | r) Graydon | cc) The |
| h) Conduit | s) Hibu | d) Thomson |
| i) Data | t) ICC | ee) UKChangeCha |
| j) Data HQ | u) ING | |
| k) De Lage | v) LBM | |
| l) Landen | Limited | |
- together with any other persons we may notify you from time to time; and
- 1.2.4 **Experian Data** means data owned or licensed by Experian Limited
- 1.2.5 **LDC Data** means data owned or licensed by The Local Data Company Ltd (company registration 04821785) and whose provenance as Local Data Company data is capable of being identified within the Points of Interest Data;
- 1.2.6 **LDC Excluded Companies** means the following companies:
- | | | |
|--------------------|-----------------------|-----------------------------------|
| a) 118 Information | r) Google | ii) Promap Limited |
| b) 192.com | s) Hibu | jj) Random House |
| c) Acxiom | t) IMATT | kk) Reed Business |
| d) BNP Paribas | u) Informa | ll) Retail |
| e) CACI | v) Infoterra | mm) RTA |
| f) Callcredit | w) Javelin | nn) STV |
| g) CGA | x) Knowledg | oo) Telefonica O2 |
| h) CoStar | y) Landmark | pp) Geoinformatio |
| i) Dunn & | z) LBM | n |
| j) Bradstreet Emap | aa) London & Partners | qq) The Performing Rights Society |
| k) Emapsite.co | bb | rr) Thomson |
| l) Equifax | cc) MapInfo | ss) TomTom |
| m) Experian | dd) Microsoft | tt) Touch PLC |
| n) GB Group | ee) MX Data | uu) TrueKnowledg |
| o) GfK | ff) Navteq | vv) Urban Mapz |
| p) Glenigan | gg) OC&C | ww) Verdict |
| q) GMAP | hh) Post | |
- together with any other persons we may notify you from time to time; and
- 1.2.7 **PointX** means PointX Limited (company registration number: 04171543) of 7 Abbey Court, Eagle Way, SOWTON, Exeter, EX2 7HY.
- 1.3 You shall not be entitled to license any Points of Interest Data containing 118 Data from us if you are an Excluded Company. Nor shall you be entitled to license any Points of Interest Data containing 118 Data to any Reseller, Sub-partner, Contractor or Customer that is an Excluded Company. You shall only be entitled to supply Points of Interest containing 118 Data to an Excluded Company where such supply is in accordance with its Limited External Use rights under paragraph 3.1.1 of Appendix 1.

1.4 You shall not be entitled to license any Points of Interest Data containing LDC Data to any Reseller, Sub-partner, Contractor or Customer that is an LDC Excluded Company. If you are an LDC Excluded Company, you shall only be entitled to license Points of Interest containing LDC Data which is in the form of Replica Licensed Data. You shall only be entitled to supply Points of Interest containing LDC Data to an LDC Excluded Company where such supply is in accordance with its Limited External Use rights under paragraph 3.1.1 of Appendix 1.

1.5 You, your Resellers, your Sub-partners and your Customers shall:

1.5.1 not use or display nor permit the use or display of the Points of Interest Data on the internet;

1.5.2 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;

1.5.3 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; and

1.5.4 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.

1.6 You may only license Points of Interest Data containing Experian Data to Public Bodies in accordance with Appendix 3.

2 AddressBase Islands

2.1 Where the Licensed Data includes AddressBase Islands, the terms of this paragraph 2 apply in addition to the other terms of this EULA. Where there is any conflict between the terms of this paragraph 2 and the terms of the

EULA, this Paragraph 2 shall take precedence.

2.2 In this paragraph 2:

2.2.1 **Guernsey Data** means the Bailiwick of Guernsey Corporate Address File including geographic coordinates as produced by the States of Guernsey acting by and through Treasury and Resources Department from time to time;

2.2.2 **Jersey Data** means addressing data including geographic coordinates produced by the States of Jersey; and

2.2.3 **Rights Owner** means the States of Guernsey acting by and through the Treasury and Resources Department, with respect to Guernsey Data, or the States of Jersey, with respect to Jersey Data.

2.3 To the extent your AddressBase Islands Data includes Guernsey Data or Jersey Data:

2.3.1 you shall ensure that there is a written agreement executed by the relevant Sub-licensee before it has access to any Licensed Data in which: (i) the applicable restrictions included in this EULA are applied to the relevant Sub-licensee; (ii) any applicable obligations imposed on you in this EULA are imposed on the relevant Sub-licensee; (iii) any right for the Sub-licensee to use the Licensed Data shall terminate automatically on termination of this EULA; (iv) we shall have no liability to any Sub-licensee in respect of the Licensed Data or this EULA; (v) any applicable rights reserved in this EULA in relation to the Licensed Data and for our benefit are reserved, including rights for us or any Rights Owner to enforce directly the terms of the agreement with the relevant Sub-licensee pursuant to the Contracts (Rights of Third Parties) Act 1999; (vi) if you are a consumer, the Licensed Data is licensed for personal non-commercial use only; and (vii) you are liable for the acts of your End-Users; and

2.3.2 Each of the Guernsey Data and the Jersey Data must be licensed either as part of a Channel Islands dataset or within a package covering a larger geographic extent and in no circumstances shall any Sub-licence granted by you in respect of Guernsey Data or Jersey Data be granted to any person solely in respect of Guernsey Data or Jersey Data (as the case may be).

2.4 You hereby consent to us sharing

your details and details relating to this Contract with our third party licensors of AddressBase Islands.

- 2.5 You shall provide to us (promptly following our written request for you to do so), and shall ensure that we are, without delay, permitted to share with our third party licensors of AddressBase Islands the following:
 - 2.5.1 Details for you for AddressBase Islands; and
 - 2.5.2 Details of any sub-licences for Address Base Islands including, without limitation, its licence period, usage and corporate group restrictions and any special conditions.
- 2.6 Where AddressBase Islands is supplied for trial and testing purposes, in addition to your obligations under Appendix 4, you shall ensure that the AddressBase Islands Data supplied:
 - 2.6.1 contains no more than 10% of the total number of Northern Irish addresses within that Dataset; and
 - 2.6.2 includes no more than 10,000 addresses from the Isle of Man.
- 2.7 The availability and/or coverage of AddressBase Islands is subject to the entry into and the maintaining in force of appropriate licences between us and relevant third party licensors of AddressBase Islands.