

Data Distribution End-user Licence

Licence introduction data: February 2014

By opening a data file containing the Ordnance Survey Data which accompanies this Licence, you indicate your acceptance of this Licence. If you do not accept them (i) you may not use the Data; and (ii) you must immediately contact maps@ukmapcentre.co.uk and request a product destruction form.

Products

Licensed Data covered under this Licence:

- OS MasterMap® Topography Layer
- OS MasterMap® Imagery Layer (Aerial)
- OS VectorMap® Local
- 1:10 000 Scale Raster
- 1:25 000 Scale Colour Raster
- 1:50 000 Scale Colour Raster
- Land-Form PROFILE®
- Land-Form PROFILE® Plus
- Terrain® 5

Grant of licence

Under this Licence, we grant you a non-exclusive, non-transferable, revocable licence to copy and adapt the Ordnance Survey Data for a period 1,2 or 3 years (agreed at time of purchase) commencing on the date that you receive the Ordnance Survey Data solely for the Licensed Use. You may not use the Ordnance Survey Data in any way or for any purpose other than as set out in this document.

This Licence does not give you any right to sub-license, distribute, sell or otherwise make Ordnance Survey Data available to third parties other than your own subcontractors who may use the Ordnance Survey Data for your Licensed Use, in which case you shall ensure they execute a Contractor Licence.

Ordnance Survey further reserve the right to modify, enhance, replace, withdraw or make additions to the Ordnance Survey Data in any way whatsoever as they may determine and at their discretion, provided that we shall not withdraw any Ordnance Survey Data already delivered to or collected by you.

Business Use

Business Use is the use of Licensed Data solely for the internal administration and operation of your business.

Business Use does not entitle you to make available or to provide Licensed Data to third parties.

Limited External Use

To promote your own business by generating a map which demonstrates one or more of the following:

- the location of the premises and static assets which the you own, lease or



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manage

- the location of a bespoke event organised by the you up to and for the duration of the event

To report on the Customer's own business by including a map in:

- an annual report on the affairs of your 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
- a report to be submitted to a regulatory body to which you are subject in order to meet that regulatory body's requirements

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

Customer Contractor Rights

You may grant the right to sublicense Licensed Data to Contractors solely for the purpose of the Contractor providing, or tendering to provide, you with goods or services for your Licensed Use.

Where you grant such rights you shall procure that you are subject to and comply with the obligations set out in this document.

Link to download Contractor Licence: www.ukmapcentre.co.uk/contractor_licence.pdf

Number of Terminals / Security

At time of purchase you must select how many terminals you plan to use the data on. All default pricing is based on 1 terminal unless 2 or 3 years was selected. Terminals means 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 you and/or its permitted Contractors.

Where Ordnance Survey Data are available on an internal network or on a remotely accessible server operated by an electronic hosting service, you must either take steps itself or enter into a written agreement in relation to the facilities provided by the electronic hosting service to provide for appropriate industry standard safeguards restricting third party access to any data of yours which include or incorporate any Ordnance Survey Data.

Commercial purposes/ financial gain

You are NOT permitted to exploit the Ordnance Survey Data in any way for commercial purposes or for financial gain other than as expressly provided in this Schedule, except pursuant to a separate licence agreement from Ordnance Survey permitting such activities.



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Intellectual Property Rights

Ordnance Survey actively encourage the licensed use of their material, they will vigorously protect it against unlicensed use. They will follow up any cases where people are using their material without a licence and will try to come to an amicable agreement. They will take legal action if necessary

More information is available on <http://www.ordnancesurvey.co.uk>

Trade Marks and rights acknowledgement

You must ensure that the following acknowledgement is displayed on all copies of Ordnance Survey Data supplied by us (UK Map Centre):

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You will not under any circumstances use or apply for registration of any trademark in respect of Ordnance Surveys trade names or registered or unregistered trademarks or any part of them, nor use or apply to register any trade mark similar to or likely to be confused with any of them.

Auditing

Throughout the term of this Licence and for a period of ninety (90) days thereafter, you shall provide evidence of compliance with any of your obligations under this Licence, including without limitation in connection with the measures set out within this document, if Ordnance Survey do so request.

You will maintain accurate, complete and detailed records related to all transactions arising out of this Licence. To meet Ordnance Surveys auditors' and business requirements, upon giving reasonable notice, they and/or the National Audit Office, and any of their representatives have the right on reasonable notice during business hours to enter your premises and to inspect and audit your books of account and all supporting documentation to ensure your compliance with the security, financial and intellectual property aspects of this Licence and to take copies of any necessary records.

Without prejudice to this you shall, at your expense, make appropriate employees and facilities available to provide us with all reasonable assistance to enable such inspection, auditing and copying to take place.

If the audit (or any other periodic inspection not being a full audit) shows that you have not complied with your obligations under this Licence, Ordnance Survey shall be entitled to charge you a corresponding proportion of its then current annual licence fee for any Ordnance Survey Data still in your possession.

Archiving

You may retain Licensed Data in an archive following termination or expiry of the Licensed Data for the sole purpose of addressing a complaint or challenge from a regulator or other third party regarding your use of such Licensed Data during the term of the licence.



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Digitisation

You shall not be permitted to digitise any features from, or convert into vector format, any of the following Datasets:

- OS MasterMap® Imagery Layer (Aerial)
- OS VectorMap® Local Raster
- 1:10 000 Scale Raster
- 1:25 000 Scale Colour Raster
- 1:50 000 Scale Colour Raster

Ordnance Survey Disputes, jurisdiction and governing law

The parties agree to use all reasonable endeavours to settle any disputes by discussion between them. However, either party may refer any dispute to the English courts immediately.

The Agreement will be governed by English law and both parties submit to the exclusive jurisdiction of the English courts.

Where you are based outside the United Kingdom, you shall appoint an agent in the United Kingdom for service of all documents in connection with any court proceedings and notify us of that agent's address promptly following the Effective Date.

Warranties

We shall use our reasonable endeavours to ensure that the Ordnance Survey Data substantially conforms to the Specification. If within thirty (30) days of receipt you find it does not so conform and you notify us then we will use reasonable endeavours to rectify any problem which exists provided that it has not been caused by any modification, variation or addition not performed or authorised by us, and has not been caused by any computer software or equipment with which it is incompatible.

If we are unable to rectify the problem you and we may terminate this Licence by notice with immediate effect.

Termination

This Licence shall terminate automatically on the happening of any one of the following events:

- if you are in breach of any of the terms of this Licence;
- if you authorises use of the Ordnance Survey's Intellectual Property Rights to an unauthorised third party;
- if the parties are in dispute over any rights in or use of Intellectual Property Rights;
- if at any time Ordnance Survey loses the right to administer Crown Copyright in respect of the Ordnance Survey Data;
- you are unable to pay your debts within the meaning of Section 123 of the Insolvency Act 1986, cease to carry on business, have a receiver,



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administrative receiver, administrator or similar officer appointed over all or any part of your assets or undertaking, make an assignment for the benefit of,

or a composition with, your creditors generally or another arrangement of similar import, commit an act of bankruptcy or go into liquidation or are the subject of a petition for bankruptcy or a winding-up order otherwise than for the purposes of a bona fide amalgamation or reconstruction; or

- you have a change or are intending to change Control of your business, where **Control** shall mean the power (directly or indirectly) whether by holding of securities, voting control, contract or otherwise, to appoint or remove a majority of the directors of a company and includes the power to appoint or remove a majority of the directors of a company if exercisable through any number of intermediate bodies corporate prior to its possible exercise over the company in question.

Liabilities and indemnities

We accept no responsibility or liability whether in contract, tort (including negligence), strict liability or otherwise for any loss or damage of whatsoever nature arising from any use of our website or from any interruption or failure of any electronic transmission of Data. We give no warranty or undertaking as to the uninterrupted continuity of our website / data supply.

Neither you nor we exclude liability for:

- death or personal injury to the extent it results from negligence, or that of your or our employees or agents in the course of their engagement here under; or
- fraud.

Ownership of Ordnance Survey Data

The Crown (or, where applicable, Ordnance Survey suppliers) owns the Intellectual Property Rights in the Ordnance Survey Data. All Ordnance Survey Data licensed under this Licence remain the property of the Crown (or, where applicable, their suppliers) and your use or possession of any Ordnance Survey Data does not give you any ownership of or other interest in any of the Ordnance Survey Data. Title to any copies that you make of Ordnance Survey Data shall pass to us on their creation, save that you may retain ownership of the paper on which any copies are made.

You will be responsible for all loss of or damage to the Ordnance Survey Data from the time we deliver them or make them available to you for collection.



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