

# Composite Licence Terms for Specified Ordnance Survey Digital Geographic Data Products supplied by emapsite.com Limited

## Contents

Summary.....	2
Intellectual Property Rights and Copyright Statement.....	4
Liability.....	5
OS Standard Licence Use - internal business use licence .....	6
OS MasterMap Topography Layer - Standard Licence Use - internal business use licence .....	12
Contractor Licence of Ordnance Survey Licensed Partner Data.....	18
PointX Points of Interest End User Licence Agreement.....	26
OS OpenData™ .....	31

## Summary

This licence replaces, where relevant, all preceding licences with immediate effect. Where specific products are not included in this licence users are required to agree to and where necessary complete the relevant additional licence.

All digital geographic data products and any derived digital geographic data products and services provided by emapsite.com Limited are provided on behalf of or created with permission of our suppliers.

For clarification, the digital geographic data provided by emapsite.com Limited is not “owned” by you the user and your colleagues and contractors. The digital geographic data is in a legal sense instead licensed to you, “the customer”, for a specific period of time according to the terms of our suppliers and any other suppliers to whom the copyright in the digital geographic data provided belongs.

To eliminate any further doubt, the full licensing terms for the relevant digital geographic data products covered by this consolidated emapsite licence document are included.

Users should note that completion of the order process implies acceptance of these terms and your further acceptance to the possibility of an audit of your digital geographic data usage and licensing by emapsite and/or its suppliers.

Users are urged to read all terms and conditions herein carefully before using the data and if necessary contact our customer services team for clarification in the event that there has been a misunderstanding or other cause for concern prior to download and use of the digital geographic data provided.

Users should be aware that no contract exists between emapsite and any Customer until the correct data has been made available to download or otherwise supplied to the Customer.

Note that download of data implies use and this constitutes acceptance of the pertaining terms and conditions including that relating to Distance Selling Regulations and refunds. Should you be unable to agree with the relevant terms or if the data has been ordered in error in relation to the specific terms of user of the digital geographic data users should:

- promptly notify emapsite.com Limited
- remove any copies that have been downloaded or received
- return the data if supplied on hard media
- supply with immediate effect in writing (email will suffice) a guarantee concerning the elimination of all copies of the data and that there is no intention whatsoever of using the data under the licence terms provided
- request a refund (which will be forthcoming without question within 1 working day of the digital geographic data order being delivered)

When reading this licence and the attachments it is possible that you will require further details or clarification of their implications – please do contact our pre and post sales support team who will be able to help you. Consequently you may become aware of or be alerted to other licensing mechanisms by which the digital geographic data provided by emapsite.com Limited may be licensed to meet your requirements, for example for publishing, printing, copying, web use, resupply or engaging with third parties.

Any verbal or written guidance or support provided by emapsite.com Limited is in support of your proposed use of the digital geographic data provided and in no way replaces the terms and conditions within the individual licences or exonerates you from compliance therewith.

## Intellectual Property Rights and Copyright Statement

Intellectual property rights in Ordnance Survey digital geographic data supplied by emapsite.com Limited are owned by the Crown. You shall not have any right or interest in our products other than as described in the licence. In all instances, including where we license you to use third party data, we declare that we have the authority and power to grant you the rights set out in the licence. You will ensure that you protect and do not interfere with our trade names and trade marks which are in, or accompany our products.

The correct copyright acknowledgement and licence number must be used. Irrespective of the output acknowledgements are always required and each individual image using Ordnance Survey data must contain the appropriate acknowledgement(s). Non-compliance may incur royalties at normal commercial use rates.

All copies of our products must bear the following copyright acknowledgement notice:

*© Crown copyright, All rights reserved. 20..<sup>1</sup> Licence number 0100031673*

or if you have more space you can choose to use the OS logo followed by:

*Reproduced from Ordnance Survey digital map data © Crown copyright 20..<sup>2</sup>. All rights reserved. Licence number 0100031673*

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<sup>1</sup> Insert the year of supply of the digital geographic data

<sup>2</sup> Insert the year of supply of the digital geographic data

## Liability

Your use, and the use to which your colleagues, contractors and end users put the digital geographic data provided by emapsite.com Limited is at your own risk. Please request and read any product documentation you need to help you discern the suitability and limitations of the digital geographic data you are licensing for the use to which it is to be put.

If the format in which emapsite.com Limited supply the digital geographic data is inappropriate or unsuitable please contact us to request an alternative. If the digital geographic data provided is damaged or corrupted please contact us within no more than one month to request re-supply and re-processing.

emapsite.com Limited gives no warranty, implied or otherwise, as to the accuracy or quality of the digital geographic data provided or to its suitability for any use. The attached licences from our suppliers for any specific digital geographic data should be examined for any exclusion from or admission of liability on their part as owners of the data. All implied conditions relating to the quality or suitability of the digital geographic data supplied by emapsite.com Limited and all liabilities arising from their supply (including any liability arising in negligence) are excluded to the fullest extent permitted by law.

emapsite.com Limited accepts no liability for any loss or damage which may be caused by the condition of the file or files in which the digital geographic data is provided. Users are expected to operate appropriate security and business continuity procedures to check all data before or during transfer of the digital geographic data to local user computer networks.

You the user are responsible for ensuring that the format of the digital geographic data provided to you by emapsite.com Limited (and ordered by you from emapsite.com Limited) is compatible with your computer system, your software applications and any other data with which the digital geographic data provided is to be used.

emapsite.com Limited, unlike many suppliers in the market place, operates a pre and post sales support team to help users maximise the use to which they wish to put the digital geographic data provided by emapsite.com Limited. However, emapsite.com Limited accepts no responsibility for maintenance of the digital geographic data provided within your computer systems or for its use within your software applications or with other data with which the digital geographic data provided is to be used.



## Ordnance Survey

# OS Standard Licence Use - internal business use licence

As issued by emapsite.com Limited, OS Premier Partner, licence number 0100031673.

### Important notice

Any use of Ordnance Survey Data which is not expressly addressed in this Schedule under the definition of 'Standard Licensed Use' or which is not expressly permitted is prohibited. Any other use of Ordnance Survey Data may be made only with the express written agreement of Ordnance Survey in a form of a licence for the commercial use of such data, the terms and conditions for which are available on request.

### 1 Definitions

For the purposes of this Schedule:

Commercial Purposes means any purposes which seek to exploit the Ordnance Survey Data for financial gain or any purpose which is or is likely to place the use of the Ordnance Survey Data in competition with a third party who is seeking to exploit data licensed from Ordnance Survey for Financial Gain or for any other purpose;

Display means a single, static image with no size restriction, for example on display boards or on the Internet;

Excluded Bodies means any of the following:

- (i) Central government departments, Crown bodies and non-departmental public bodies;
- (ii) Local authorities;
- (iii) Other public sector organisations (including companies in public ownership);
- (iv) Utility companies managing fixed assets as follows:
  - Gas companies
  - Electricity companies
  - Water companies
  - Cable operators
  - Oil companies
  - Fixed line telecommunications companies;

Financial Gain means a benefit accruing where the Customer or any third party used by, or connected to, the Customer receives any revenue or credit for the publication or use of any Ordnance Survey Data in any format; and

Promotion(al) means bringing any product or service to the attention of actual or potential customers and where multiple copies are made in any media, the total map area at scale must not exceed A3 or 1 250 square centimetres size.

## **2 Internal Business Use**

- 2.1 Internal Business Use is defined as the use of Ordnance Survey Data in the ordinary day-to-day activities involved in the internal administration and running of the Customer's business or organisation. Business Use does not entitle the Customer to make available or to provide Licensed Data to third parties.
- 2.2 Such use of Ordnance Survey Data is only permitted in the following circumstances:
- 2.2.1 solely and explicitly for the administration and operation of the Customer's business or organisation (which excludes its supply to any third party unless expressly permitted in this Schedule);
  - 2.2.2 in reports and submissions to third parties (where such activities relate to the internal administration and running of the Customer's business or organisation and the Customer shall advise such third parties that such Ordnance Survey Data shall not be used for any other purpose), provided such reports and submissions do not carry paid for advertising in respect of third parties. Such use shall include electronic transmission of a graphic image that is a raster data file produced solely for the purposes of allowing such third party to view and print one copy;
  - 2.2.3 by the Customer's contractors and agents when undertaking any activity for the Customer which the Customer is permitted to undertake itself under this Schedule but solely and explicitly to provide the Ordnance Survey Data for the purpose of enabling them to provide goods or services to the Customer or to tender for the provision of such goods or services. The Customer must require such contractor or agent to sign a contractor licence with the Customer in the form of the Contractor Licence. The Customer must enforce the provision in such Contractor Licence which requires the contractor or agent to erase all copies of Ordnance Survey Data on or before termination of such Contractor Licence. This must include those held in paper based or any electronic format, provided that the Customer may permit such contractor or agent to retain one paper-based archive copy of Ordnance Survey Data which is relevant and necessary to document the goods or services delivered to the Customer;
  - 2.2.4 where Ordnance Survey Data are available on an internal network or on a remotely accessible server operated by an electronic hosting service, the Customer 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 the Customer's which include or incorporate any Ordnance Survey Data;
  - 2.2.5 within any professional services provided by the Customer to its clients, provided that:

- a) the provision of Ordnance Survey Data is not a service in itself and does not form a significant part of any service offered by the Customer;
- b) Ordnance Survey Data may be provided only in paper for or by electronic transmission of a graphic image that is a raster file produced solely for the purposes of allowing the recipient to view and print one copy;
- c) only such amounts of Ordnance Survey Data may be used as are necessary to meet the specific need for which they are used; and
- d) the use to which such clients shall put the Ordnance Survey Data shall be personal (in the case of a consumer client) or for the administration and operation of its business (in the case of a business client);

provided that the rights referred to in this Section 2.2.5 shall not apply where the Customer is an Excluded Body.

2.3 For the avoidance of doubt the permission of Ordnance Survey for such supply of Ordnance Survey Data to third parties as specified in Section 2.2.3 above is given on the basis that the Customer remains responsible and primarily liable to Ordnance Survey for the acts and omissions of such contractors and agents.

2.4 Such use does not extend to use of the Ordnance Survey Data:

- 2.4.1 by any associated undertaking of the Customer, including associated, subsidiary, affiliated, holding or any parent or group companies or any other undertaking (save to the extent such associated undertaking is acting as a contractor or agent providing services pursuant to Section 2.2.3 or is a client for professional services pursuant to Section 2.2.5); or
- 2.4.2 save in the case of contractors and agents providing services pursuant to Section 2.2.3 or provision of professional services pursuant to Section 2.2.5, for any Financial Gain or commercial purposes of the Customer, whether the Ordnance Survey Data are used on their own or in combination with any products or services of the Customer or which convey any Financial Gain for the benefit of any person other than the Customer or its employees.

### **3 Conditions of use for publishing for Limited External Use**

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

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

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



- 3.1.2 **to report** on the Customer's own business by including a map in:
- a) an annual report on the affairs of the Customer's business or for accounting purposes, in each case produced to comply with a statutory obligation (including, without limitation, section 415 of the Companies Act 2006); and / or
  - b) a report to be submitted to a regulatory body to which the Customer is subject in order to meet that regulatory body's requirements; and/or
- 3.1.3 **to include a map within any professional services** provided by the Customer to its clients, such map only to be used (in the case of a business client) for the internal administration and operation of such client's business.
- 3.2 Limited External Use is subject to the following conditions:
- 3.2.1 any map generated in accordance with paragraph 3.1 shall not comprise:
- a) a service or product in itself; or
  - b) a significant part of any product or service offered by the Customer; or
  - c) a service or product (or significant part of any product or service) provided on behalf of a third party;
- 3.2.2 the map shall be in a raster format and the Customer shall use its reasonable endeavours to prevent third parties from being able to edit the map or from extracting Licensed Data from the map;
- 3.2.3 the map shall not be of a larger scale or area and shall not contain a larger number of features than is reasonable for it to fulfil its function;
- 3.2.4 the Customer shall display additional information on or with the map, which information facilitates the purposes in paragraphs 3.1.1 to 3.1.3;
- 3.2.5 the Customer shall not receive any direct payment, credit or money's worth as a result of allowing third parties to access, view or use the map but, for maps generated in accordance with paragraph 3.1.1, the Customer shall be entitled to use the map in conjunction with advertisements that are not illegal, deceptive, misleading, unethical or detrimental to the reputation of the Licensed Data and/or us
- 3.3 In addition, the following conditions apply to the publishing of the Ordnance Survey Data for Display and/or Promotional purposes by the Customer:
- 3.3.1 the correct database right, copyright, trade mark acknowledgements and licence number must be used. Acknowledgements are always required and each individual image using Ordnance Survey Data must contain the appropriate acknowledgement(s). Non-compliance will be regarded as a breach of your obligations under this Schedule and, without prejudice to any other rights, may incur royalties at our normal commercial use rates;
  - 3.3.2 Ordnance Survey Data must not be published on their own or in any format or as the primary or dominant part of any Display and/or Promotion and must always be combined with appropriate additional information relating to the Customer;

- 3.3.3 a visible background watermark to identify the source of the publication may be required by Ordnance Survey. This is a mandatory requirement when publishing Ordnance Survey Data electronically. The Customer shall choose its own method of applying a watermark from suitable alternatives. The purpose of the watermark is not to obscure or change the meaning of the Customer's message, but to establish the source of the material and to deter its use for other purposes;
- 3.3.4 only such amounts of Ordnance Survey Data may be used as are necessary to meet the specific need for which they are used;

#### **4 Statutory use**

- 4.1 For the purpose of this Schedule:
  - 4.1.1 Statutory Obligation means an express written obligation imposed by an Enactment upon the Customer, which requires the use of the Ordnance Survey Data to meet that obligation. This does not include a general obligation which does not specifically refer to a product or service which is to be delivered by the Customer; and
  - 4.1.2 Enactment means a statute or act of the Parliament of Great Britain and Northern Ireland or of the Scottish Parliament or of the National Assembly for Wales, or a statutory instrument or other delegated legislation, including without limitation any such enactment made after the date of this Agreement.
- 4.2 The Customer is permitted to use Ordnance Survey Data to meet a Statutory Obligation.
- 4.3 The Customer is 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.
- 4.4 Only such amounts of Ordnance Survey Data may be used as are necessary to meet the specific need for which they are used.
- 4.5 Ordnance Survey Data must not be published in their original condition either in paper or electronic form. Any publication, both on paper and electronically, must feature such additional elements or content as are specifically relevant to the purpose to which it is put. Such additional content must be provided by the Customer and must be sufficiently significant to render the underlying Ordnance Survey Data unusable for any other purpose. When published electronically this additional content must be incorporated into the Ordnance Survey Data in a manner which does not allow them to be separated from each other.
- 4.6 Ordnance Survey Data must not be published electronically in a manner which will allow vector map data to be extracted from the published materials. For the avoidance of doubt, this means in whole, part or derived vector data.
- 4.7 The Customer may provide copies of Ordnance Survey Data to any other customer of Ordnance Survey which has a Statutory Obligation and which is a party to an

agreement with Ordnance Survey by which such customer is licensed on specific terms to use Ordnance Survey Data, provided that:

- 4.7.1 it shall advise such customer that any such Ordnance Survey Data shall only be used under the terms of such customer's agreement with Ordnance Survey in relation to such customer's right to meet what in this Agreement is described as a Statutory Obligation;
- 4.7.2 within thirty (30) days of the end of each quarter, it shall advise Ordnance Survey in writing of the names and addresses of each such customer to which it has supplied Ordnance Survey Data during such quarter. For these purposes, a quarter shall be a period of three (3) months commencing on the first day of January, April, July or October in each year; and
- 4.7.3 it shall include with the media embodying such Ordnance Survey Data a notice in terms approved by Ordnance Survey stating that the media contains mapping data which are the property of the Crown and that any unlawful use or copying other than for the purposes of viewing and printing is prohibited.



**Ordnance Survey**

## **OS MasterMap Topography Layer - Standard Licence Use - internal business use licence**

As issued by emapsite.com Limited, OS Premier Partner, licence number 0100031673.

### **Important notice**

Any use of Ordnance Survey Data which is not expressly addressed in this Schedule under the definition of 'Standard Licensed Use' or which is not expressly permitted is prohibited. Any other use of Ordnance Survey Data may be made only with the express written agreement of Ordnance Survey in a form of a licence for the commercial use of such data, the terms and conditions for which are available on request.

### **1 Definitions**

For the purposes of this Schedule:

Commercial Purposes means any purposes which seek to exploit the Ordnance Survey Data for financial gain or any purpose which is or is likely to place the use of the Ordnance Survey Data in competition with a third party who is seeking to exploit data licensed from Ordnance Survey for Financial Gain or for any other purpose;

Display means a single, static image with no size restriction, for example on display boards or on the Internet;

Excluded Bodies means any of the following:

- (i) Central government departments, Crown bodies and non-departmental public bodies;
- (ii) Local authorities;
- (iii) Other public sector organisations (including companies in public ownership);
- (iv) Utility companies managing fixed assets as follows:
  - Gas companies
  - Electricity companies
  - Water companies
  - Cable operators
  - Oil companies
  - Fixed line telecommunications companies;

Financial Gain means a benefit accruing where the Customer or any third party used by, or connected to, the Customer receives any revenue or credit for the publication or use of any Ordnance Survey Data in any format; and

Promotion(al) means bringing any product or service to the attention of actual or potential customers and where multiple copies are made in any media, the total map area at scale must not exceed A3 or 1 250 square centimetres size.

## **2 Internal Business Use**

2.1 Internal Business Use is defined as the use of Ordnance Survey Data in the ordinary day-to-day activities involved in the internal administration and running of the Customer's business or organisation.

2.2 Such use of Ordnance Survey Data is only permitted in the following circumstances:

- 2.2.1 solely and explicitly for the administration and operation of the Customer's business or organisation (which excludes its supply to any third party unless expressly permitted in this Schedule);
- 2.2.2 in reports and submissions to third parties (where such activities relate to the internal administration and running of the Customer's business or organisation and the Customer shall advise such third parties that such Ordnance Survey Data shall not be used for any other purpose), provided such reports and submissions do not carry paid for advertising in respect of third parties. Such use shall include electronic transmission of a graphic image that is a raster data file produced solely for the purposes of allowing such third party to view and print one copy;
- 2.2.3 by the Customer's contractors and agents when undertaking any activity for the Customer which the Customer is permitted to undertake itself under this Schedule but solely and explicitly to provide the Ordnance Survey Data for the purpose of enabling them to provide goods or services to the Customer or to tender for the provision of such goods or services. The Customer must require such contractor or agent to sign a contractor licence with the Customer in the form of the Contractor Licence. The Customer must enforce the provision in such Contractor Licence which requires the contractor or agent to erase all copies of Ordnance Survey Data on or before termination of such Contractor Licence. This must include those held in paper based or any electronic format, provided that the Customer may permit such contractor or agent to retain one paper-based archive copy of Ordnance Survey Data which is relevant and necessary to document the goods or services delivered to the Customer;
- 2.2.4 where Ordnance Survey Data are available on an internal network or on a remotely accessible server operated by an electronic hosting service, the Customer 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 the Customer's which include or incorporate any Ordnance Survey Data;

2.2.5 within any professional services provided by the Customer to its clients, provided that:

- a) the provision of Ordnance Survey Data is not a service in itself and does not form a significant part of any service offered by the Customer;
- b) Ordnance Survey Data may be provided only in paper form or by electronic transmission of a graphic image that is a raster file produced solely for the purposes of allowing the recipient to view and print one copy;
- c) only such amounts of Ordnance Survey Data may be used as are necessary to meet the specific need for which they are used; and
- d) the use to which such clients shall put the Ordnance Survey Data shall be personal (in the case of a consumer client) or for the administration and operation of its business (in the case of a business client);

provided that the rights referred to in this Section 2.2.5 shall not apply where the Customer is an Excluded Body.

2.3 For the avoidance of doubt the permission of Ordnance Survey for such supply of Ordnance Survey Data to third parties as specified in Section 2.2.3 above is given on the basis that the Customer remains responsible and primarily liable to Ordnance Survey for the acts and omissions of such contractors and agents.

2.4 Such use does not extend to use of the Ordnance Survey Data:

- 2.4.1 by any associated undertaking of the Customer, including associated, subsidiary, affiliated, holding or any parent or group companies or any other undertaking (save to the extent such associated undertaking is acting as a contractor or agent providing services pursuant to Section 2.2.3 or is a client for professional services pursuant to Section 2.2.5); or
- 2.4.2 save in the case of contractors and agents providing services pursuant to Section 2.2.3 or provision of professional services pursuant to Section 2.2.5, for any Financial Gain or commercial purposes of the Customer, whether the Ordnance Survey Data are used on their own or in combination with any products or services of the Customer or which convey any Financial Gain for the benefit of any person other than the Customer or its employees.

### **3 Conditions of use for publishing for display and/or promotional purposes**

3.1 Subject to the restrictions in Section 3.2 below, Ordnance Survey Data may be published for display and/or promotional purposes provided there is no Financial Gain but only:

- 3.1.1 as a background to display information specific to the Customer's activities; or
- 3.1.2 to promote the Customer's commercial or public services, provided that the use of Ordnance Survey Data is secondary to the Customer's services or business activities and is not a service or business activity in itself; or

- 3.1.3 in order to provide directional guidelines on how to locate the Customer's premises or a location relevant to the Customer's day-to-day business activities.
- 3.2 The following conditions apply to the publishing of the Ordnance Survey Data for Display and/or Promotional purposes by the Customer:
  - 3.2.1 the correct database right, copyright, trade mark acknowledgements and licence number must be used. Acknowledgements are always required and each individual image using Ordnance Survey Data must contain the appropriate acknowledgement(s). Non-compliance will be regarded as a breach of your obligations under this Schedule and, without prejudice to any other rights, may incur royalties at our normal commercial use rates;
  - 3.2.2 the Customer must overlay outputs generated using the Ordnance Survey Data with information that is specifically relevant to the purpose of the Display and/or Promotion. Use of Ordnance Survey Data in this manner must only be to demonstrate the services or activities to which the Ordnance Survey Data makes a significant contribution. Ordnance Survey Data must not be published on their own or in any format or as the primary or dominant part of any Display and/or Promotion and must always be combined with appropriate additional information relating to the Customer;
  - 3.2.3 a visible background watermark to identify the source of the publication may be required by Ordnance Survey. This is a mandatory requirement when publishing Ordnance Survey Data electronically. The Customer shall choose its own method of applying a watermark from suitable alternatives. The purpose of the watermark is not to obscure or change the meaning of the Customer's message, but to establish the source of the material and to deter its use for other purposes;
  - 3.2.4 when using the Ordnance Survey Data, whether in paper or electronic format, the Customer is to include a brief statement of the purpose of the publication and the reason why mapping information is included together with limitations for its further use. This can be placed anywhere within the document;
  - 3.2.5 the Customer shall use all reasonable endeavours to prevent the improper use of the Ordnance Survey Data by its staff or any third parties;
  - 3.2.6 only such amounts of Ordnance Survey Data may be used as are necessary to meet the specific need for which they are used;
  - 3.2.7 Ordnance Survey Data must not be published in their original condition either in paper or electronic form. Any publication, both paper and electronically, must feature such additional elements or content as are specifically relevant to the purpose to which they are put. Such additional content must be provided by the Customer and unless otherwise agreed with Ordnance Survey must be sufficiently significant to render the underlying Ordnance Survey Data unusable for any other purpose. When published electronically this additional content must be incorporated into

the Ordnance Survey Data in a manner which does not allow them to be separated from each other unless expressly agreed in writing by Ordnance Survey; and

- 3.2.8 Ordnance Survey Data must not be published electronically in a manner which will allow vector map data to be extracted from the published materials. For the avoidance of doubt, this means in whole, part or derived vector data.

#### **4 Statutory use**

4.1 For the purpose of this Schedule:

4.1.1 Statutory Obligation means an express written obligation imposed by an Enactment upon the Customer, which requires the use of the Ordnance Survey Data to meet that obligation. This does not include a general obligation which does not specifically refer to a product or service which is to be delivered by the Customer; and

4.1.2 Enactment means a statute or act of the Parliament of Great Britain and Northern Ireland or of the Scottish Parliament or of the National Assembly for Wales, or a statutory instrument or other delegated legislation, including without limitation any such enactment made after the date of this Agreement.

4.2 The Customer is permitted to use Ordnance Survey Data to meet a Statutory Obligation.

4.3 The Customer is 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.

4.4 Only such amounts of Ordnance Survey Data may be used as are necessary to meet the specific need for which they are used.

4.5 Ordnance Survey Data must not be published in their original condition either in paper or electronic form. Any publication, both on paper and electronically, must feature such additional elements or content as are specifically relevant to the purpose to which it is put. Such additional content must be provided by the Customer and must be sufficiently significant to render the underlying Ordnance Survey Data unusable for any other purpose. When published electronically this additional content must be incorporated into the Ordnance Survey Data in a manner which does not allow them to be separated from each other.

4.6 Ordnance Survey Data must not be published electronically in a manner which will allow vector map data to be extracted from the published materials. For the avoidance of doubt, this means in whole, part or derived vector data.

4.7 The Customer may provide copies of Ordnance Survey Data to any other customer of Ordnance Survey which has a Statutory Obligation and which is a party to an agreement with Ordnance Survey by which such customer is licensed on specific terms to use Ordnance Survey Data, provided that:



- 4.7.1 it shall advise such customer that any such Ordnance Survey Data shall only be used under the terms of such customer's agreement with Ordnance Survey in relation to such customer's right to meet what in this Agreement is described as a Statutory Obligation;
- 4.7.2 within thirty (30) days of the end of each quarter, it shall advise Ordnance Survey in writing of the names and addresses of each such customer to which it has supplied Ordnance Survey Data during such quarter. For these purposes, a quarter shall be a period of three (3) months commencing on the first day of January, April, July or October in each year; and
- 4.7.3 it shall include with the media embodying such Ordnance Survey Data a notice in terms approved by Ordnance Survey stating that the media contains mapping data which are the property of the Crown and that any unlawful use or copying other than for the purposes of viewing and printing is prohibited.



## Ordnance Survey

# Contractor Licence of Ordnance Survey Licensed Partner Data

This Contractor Licence is made on the date of the supply of Ordnance Survey digital geographic data under the Plan Design and Build licence to the named party on the associated receipt or invoice for that digital geographic data

### Between:

(1) [ the **named party** in the aforementioned invoice or receipt relevant to the digital geographic data to be supplied ] (the Sub-Licensor); and

(2) [ the **named party** in the validation of this contract at [www.emapsite.com](http://www.emapsite.com) where the named party is associated directly with the digital geographic data to be supplied ] (the Contractor).

### Background:

- A The Sub-Licensor has acquired a licence to use certain Ordnance Survey Data as Partner for the Licensed Use.
- B The Sub-Licensor wishes to provide such Ordnance Survey Data to the Contractor to enable the Contractor to provide a Tender or to carry out the Works.
- C The Sub-Licensor has authority to grant a licence to the Contractor in respect of any Ordnance Survey Data provided to the Contractor on the limited terms of this Contractor Licence.

### Operative Terms:

## 1 Definitions and interpretations

### 1.1 Expression Meaning

Confidential Information	means any information that relates to the affairs of the Sub-Licensor and Ordnance Survey and that is acquired by the Contractor in anticipation of or as a result of this Contractor Licence. This excludes information which is in the public domain other than through the breach of any duty of confidentiality;
Data	means any text, graphics, audio, visual (including still visual images) and/or audio-visual material, software, applications, data, database content or other multimedia content, information and material;
Intellectual Property Rights	means copyright, patent, trade mark, design right, topography right, database right, trade secrets, know-how, rights of confidence,

broadcast rights and all other similar rights anywhere in the world whether or not registered and including applications for registration of any of them;

Licensed Use	means such use as has been licensed to the Sub-Licensor by Ordnance Survey;
Ordnance Survey Data	means Data owned by or licensed to Ordnance Survey, as amended from time to time by Ordnance Survey Updates;
Ordnance Survey Updates	means the updates, revisions and amendments to the Ordnance Survey Data which Ordnance Survey may provide or in respect of which Ordnance Survey may provide access from time to time for the benefit of the Sub-Licensor;
Tender	means a proposal by the Contractor for the supply to the Sub-Licensor of goods and/or services;
Works	means the works, goods or services the Contractor is engaged to provide to the Sub-Licensor.

1.2 Unless the context otherwise requires, each reference to a particular Clause shall be a reference to that Clause contained in this Contractor Licence.

1.3 Headings are inserted for convenience only and shall not affect the interpretation of any provision of this Contractor Licence.

1.4 Unless the contrary intention appears, words importing the masculine gender shall include the feminine and vice versa and words in the singular include the plural and vice versa in this Contractor licence.

1.5 A reference to any statute or statutory provision includes a reference to that statute or statutory provision as amended, extended or re-enacted from time to time in this Contractor licence.

1.6 The Contractor acknowledges that, apart from the Contractor, no person, firm, company or organisation (including without limitation any company or organisation which is under common or partly under common ownership with the Contractor) shall have any rights whatsoever under this licence.

## **2 Consideration and Term**

In consideration for the Contractor's agreement to provide services to the Sub-licensor as specified elsewhere, the Sub-licensor hereby agrees to grant such licence terms as are specified in this Contractor licence in respect of Ordnance Survey Data for as long as the Contractor shall require use of such Ordnance Survey Data in order to meet its obligations to the Sub-Licensor, subject to other termination provisions contained in this Contractor licence.

## **3 Grant of Licence**

3.1 If the Sub-licensor delivers to the Contractor and/or provides the Contractor with any access to Ordnance Survey Data, then under this Contractor licence the Sub-licensor, as a licensee of Ordnance Survey, grants the Contractor a non-exclusive, non-transferable, revocable licence to copy and adapt the Ordnance Survey Data solely for the purposes of providing the Tender or the Works to

the Sub-licensor to the extent and subject to the restrictions of the Sub-licensor's licensed Use which shall be notified to the Contractor. The Contractor may not use the Ordnance Survey Data in any way or for any purpose other than as set out in this Contractor licence.

3.2 Except as provided in Clause 3.5, the Contractor acknowledges that the licence of particular Ordnance Survey Data shall terminate immediately the Contractor has delivered the Tender or completed the Works for which such Ordnance Survey Data are required.

3.3 The Contractor shall be entitled to retain Ordnance Survey Data to the limited extent provided in Clause 11.3.

3.4 This Contractor licence does not give the Contractor any right to sublicense, distribute, sell or otherwise make Ordnance Survey Data available to third parties.

3.5 The Contractor acknowledges that Ordnance Survey has expressly reserved and retained all Intellectual Property Rights in the Ordnance Survey Data and any copies made by the Sub-licensor or the Contractor.

#### **4 Obligations of Contractor**

4.1 The Contractor acknowledges that it shall:

4.1.1 at all times conduct its business in a manner which will not reflect unfavourably on the Ordnance Survey Data or on the name and reputation of Ordnance Survey;

4.1.2 not by itself or with others participate in any illegal, deceptive, misleading or unethical practices including, but not limited to, disparagement of the Ordnance Survey Data or Ordnance Surveyor other practices which may be detrimental to the Ordnance Survey Data, Ordnance Surveyor the public interest;

4.1.3 not describe itself or allow itself to be described as Ordnance Survey's agent or representative or to act in any such way; and

4.1.4 use its best endeavours to ensure that it shall use all adequate technological and security measures including, without limitation, such measures as Ordnance Surveyor the Sub-licensor may recommend from time to time, to ensure that all Ordnance Survey Data which it holds or is responsible for are secure from unauthorised use or access and are only used in accordance with the terms of this Contractor licence.

4.2 The Contractor shall notify the Sub-Licensor as soon as it suspects any infringement or any other breach by a third party of any Intellectual Property Rights which may exist in Ordnance Survey Data, and give the Sub-Licensor and Ordnance Survey all reasonably required assistance in pursuing any infringement.

4.3 The Contractor acknowledges the following instructions with regard to Ordnance Survey Data:

4.3.1 any Ordnance Survey Data provided by the Sub-Licensor shall only be that which is appropriate and necessary for the Contractor to carry out its obligations;

4.3.2 any information relating to Ordnance Survey Data can only be used by the Contractor in connection with its specific obligations to the Sub-Licensor;

4.3.3 any further copies of Ordnance Survey Data made by the Contractor must carry acknowledgements identical to those on the originals first provided to the Contractor;

4.3.4 where digital data are involved, any computer systems holding such data must be password protected by the Contractor. In addition, only authorised staff should have access to the Ordnance Survey Data. All original and back-up media and hard copies produced from such Ordnance Survey Data must be kept in a secure environment.

## **5 Ownership of Ordnance Survey Data**

5.1 The Crown (or, where applicable, Ordnance Survey's suppliers) owns the Intellectual Property Rights in the Ordnance Survey Data. All Ordnance Survey Data licensed under this Contractor Licence remain the property of the Crown (or, where applicable, Ordnance Survey's suppliers) and the Contractor's use or possession of any Ordnance Survey Data does not give the Contractor any ownership of or any interest in any of the Ordnance Survey Data. Title to any copies that the Contractor makes of Ordnance Survey Data shall pass to Ordnance Survey on their creation.

5.2 The Contractor shall be responsible for all loss of or damage to the Ordnance Survey Data from the time they are delivered to the Contractor or made available to the Contractor for collection.

5.3 If the Contractor fails to destroy any copies of the Ordnance Survey Data when required under this Contractor Licence or required by Ordnance Survey, the Contractor acknowledges that Ordnance Survey shall have the right to enter upon any premises owned, occupied or controlled by the Contractor where the Ordnance Survey Data are situated and it may destroy the Ordnance Survey Data.

## **6 Variation**

6.1 The Sub-Licensor reserves the right to amend at any time the terms of this Contractor Licence. All such amendments shall become incorporated into this Contractor Licence as soon as notice has been given to the Contractor. If the Contractor does not find the changes made in accordance with this Clause 6.1 acceptable, the Contractor may, within thirty (30) days of such notice, terminate this Contractor Licence by giving notice in writing to the Sub-Licensor.

6.2 The Contractor shall, within thirty (30) days of any variation by which any Ordnance Survey Data are removed from the terms of this Contractor Licence, destroy all such Ordnance Survey Data in its possession in all media (including any Ordnance Survey Data embedded in any other material) which are held by the Contractor or for which the Contractor is responsible, or return all such Ordnance Survey Data to the Sub-Licensor and provide, at the Sub-Licensor's request, a sworn statement by a duly authorised executive that the Contractor no longer holds such Ordnance Survey Data.

## **7 Auditing**

7.1 The Contractor shall provide evidence of compliance with any of its obligations under this Contractor Licence to the Sub-Licensor, including without limitation in connection with the measures set out in this Clause 7.

7.2 The Contractor will maintain accurate, complete and detailed records relating to all transactions arising out of this Contractor Licence. To meet the requirements of the National Audit Office and Ordnance Survey's own business requirements, the representatives of the National Audit Office and Ordnance Survey shall have the right on reasonable notice during business hours to enter the Contractor's premises and to inspect and audit its books of account and all supporting

documentation to ensure its compliance with the security and intellectual property aspects of this Contractor Licence and to take copies of any necessary records. The Contractor shall, at its own expense, make appropriate employees and facilities available to provide Ordnance Survey and/or the National Audit Office with all reasonable assistance to enable such inspection, auditing and copying to take place.

7.3 Ordnance Survey may stipulate a range of reasonable measures arising from the findings of any audit by which it can ensure the compliance of the Contractor with its obligations under this Contractor Licence.

## **8 Confidential Information**

8.1 The Contractor agrees:

8.1.1 to use Confidential information only for performing its obligations and in accordance with its rights under this Contractor Licence;

8.1.2 to keep all Confidential Information secure, and to disclose it only to those employees, consultants, directors and professional advisers who are directly involved in this Contractor Licence and who are subject to at least the same obligations of confidentiality in relation to the Confidential Information as the Contractor;

8.1.3 to notify the Sub-Licensor without delay of any unauthorised use, copying or disclosure of the Confidential Information of which it becomes aware and provide all reasonable assistance to the Sub-Licensor to stop such unauthorised use and/or disclosure;

8.1.4 that Confidential Information shall at all times remain the property of the Sub-licensor or Ordnance Survey, as the case may be. Other than as set out elsewhere in this Contractor Licence, no licence of Intellectual Property Rights is granted by any disclosure of Confidential Information. Confidential Information may not be copied or reproduced by the Contractor without the Sub-licensor's prior written consent, and any permitted copies are also Confidential Information;

8.1.5 except as required by law or by governmental or regulatory requirements, not to disclose Confidential Information to any third parties without the Sub-licensor's prior written consent.

8.2 The obligations in this Clause 8 do not apply to any information which the Contractor can demonstrate was previously known to it (unless acquired directly from the Sub-Licensor or in breach of any obligation of confidentiality) or independently developed by it without the use of any Confidential Information.

8.3 The Contractor may not divulge directly or indirectly to the press or any other third party, other than to its professional advisers and Ordnance Survey and where it is required by law so to do, details of this licence or of any dispute between it and the Sub-licensor or involving Ordnance Survey.

## **9 Warranties**

9.1 The Sub-licensor gives no warranty with regard to the quality or description of the Ordnance Survey Data but, on receipt of any notice from the Contractor with regard to any apparent defect, the Sub- Licensor's sole liability, and the Contractor's sole remedy, shall be to the effect that the Sub-Licensor shall report such matter to Ordnance Survey.

9.2 The Contractor acknowledges that the Sub-licensor has received a warranty to the effect that Ordnance Survey is authorised by the Controller of Her Majesty's Stationery Office, which holds and

exercises Crown Copyright and other copyrights owned by Her Majesty, to grant licences to use such copyrights on the terms of this Contractor licence. However, the Contractor acknowledges that no warranty is given that Intellectual Property Rights subsist in or that Her Majesty owns (either at all or free from encumbrances or licences) all of the Ordnance Survey Data and any condition, warranty or representation, whether express or implied, to the contrary is hereby excluded to the maximum extent permissible by law.

9.3 The Sub-licensor excludes, to the fullest extent permissible by law and except as expressly stated in this Clause 9, all warranties, conditions, representations or terms, whether express or implied by common law, statute or otherwise, including, but not limited to, any regarding the accuracy, compatibility, fitness for purpose, performance, satisfactory quality or use of Ordnance Survey Data or Ordnance Survey Updates.

## **10 Liabilities**

10.1 The parties acknowledge that any limits and exclusions of liability in relation to each other under this Contractor Licence shall be governed by the terms and conditions of other contracts between them.

10.2 It is further acknowledged by the parties that Ordnance Survey shall have no liability whatsoever to the Contractor in respect of the Ordnance Survey Data or any matter or thing in connection with this Contractor Licence.

## **11 Termination**

11.1 Either party may terminate this Contractor Licence with immediate effect at any time by giving notice to the other party.

11.2 Except as provided in Clause 11.3, as soon as this Contractor Licence is terminated or the Contractor has ceased to need to have access to Ordnance Survey Data for the Tender or the Works, the Contractor shall immediately either destroy (or arrange for the destruction of) all Confidential Information and Ordnance Survey Data in all media (including without limitation any Ordnance Survey Data embedded in any paper copies and any other material) which the Contractor holds or is responsible for or return or arrange for the return of all Ordnance Survey Data and Confidential Information to the Sub-Licensor or Ordnance Survey, and provide, at the request of the Sub-Licensor or Ordnance Survey, a sworn statement by a duly authorised executive that the Contractor no longer holds any Ordnance Survey Data or Confidential Information.

11.3 The Contractor shall be entitled to retain one paper based archive copy of any Ordnance Survey Data which is relevant and necessary to document the Tender or the Works, as the case may be.

11.4 Notwithstanding the termination of this Contractor Licence, those Clauses intended to survive termination, including without limitation Clauses 1, 5, 7, 8, 10, 11.2, 11.3, 17 and 19, shall continue in full force and effect.

## **12 Assignment, subcontracting and sublicensing**

The Contractor shall only be entitled to subcontract, assign, transfer or novate rights and/or obligations under this Contractor Licence with the prior written consent of both the Sub-Licensor and Ordnance Survey.

## **13 Entire Agreement**

The parties agree that this Contractor Licence and any documents referred to in it constitute the entire agreement with regard to the Contractor's right to have access to Ordnance Survey Data. This Contractor Licence supersedes all understandings, representations and agreements made between the parties concerning such matters. However, neither party seeks to exclude liability for any fraudulent misrepresentations.

## **14 Waiver**

14.1 The waiving (which must be in writing and signed by an authorised representative of the relevant party) on a particular occasion by either party of rights under this Contractor Licence does not imply that other rights will be waived.

14.2 If a party has a right arising from the other party's failure to comply with an obligation under this Contractor Licence and delays in exercising or does not exercise that right, such delay in exercising or failure to exercise is not a waiver of that right or any other right.

## **15 Severability**

Each term of this Contractor Licence is a separate term and is intended to stand alone. Should any provision of this Contractor Licence be held to be invalid or unenforceable, such provision shall be severed from the remainder of this Contractor Licence, which will continue to be valid and enforceable to the fullest extent permitted by law.

## **16 Further assurance**

The parties shall do and execute all such further acts and things as are reasonably required to give full effect to the rights given and the transactions contemplated by this Contractor Licence.

## **17 Notices**

17.1 Any notice required to be given for the purposes of this Contractor Licence shall be given in writing by sending the notice by either:

- (a) prepaid first-class post; or (b) recorded delivery; or (c) facsimile; or
- (d) delivery by hand.

17.2 Any notice shall be sent to the address/fax number or other contact details:

### **(a) for the Sub-Licensor:**

as supplied at the time of original digital geographic data supply

### **(b) for the Contractor:**

as supplied at the time of completion of this online notification at [www.emapsite.com](http://www.emapsite.com)

17.3 Any notice sent by prepaid first-class post or recorded delivery shall be deemed to have been served two (2) business days after posting. Any notice sent by facsimile shall be deemed to have been served on the next business day following sending, provided that electronic confirmation of transmission has been received. Any notice sent by email shall be deemed to have been served on the next following business day following sending, provided that electronic confirmation of the email having been opened has been received. Any notice delivered by hand shall be deemed to have been



served on the same day if received before 4.00 pm on a business day or on the next business day if received after 4.00 pm.

### **18 Contracts (Rights of Third Parties) Act 1999**

Apart from Ordnance Survey and the Controller of Her Majesty's Stationery Office, a person who is not a party to this Contractor Licence has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any terms of this Contractor Licence, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

### **19 Jurisdiction and governing law**

This Contractor Licence will be governed by and construed in accordance with English law. Both parties submit to the exclusive jurisdiction on the English courts in respect of any proceedings issues by either party in connection with this Contractor Licence.

# PointX

## PointX Points of Interest End User Licence Agreement

### Important notice

Any use of Ordnance Survey Data which is not expressly addressed in this Licensed Use Schedule under the definition of “Enterprise Use” or “Personal Use” which is not expressly permitted is prohibited. Any such use of Ordnance Survey Data may be made only with the express written agreement of Ordnance Survey in a form of a licence for the commercial use of such data, the terms and conditions for which are available on request.

### 1 Enterprise Use

“Enterprise Use” means use by an End-user:

- (a) using the Licensed Data solely and explicitly for the operation of the End-user’s enterprise (but always excluding any use described in (b)) and including:
  - (i) providing access to the Licensed Data to its employees;
  - (ii) providing access to the Licensed Data to its contractors and agents solely and explicitly for the duration and to the extent they reasonably require to enable them to perform their duties and to provide goods and services to the End-user or to act as the End-user’s agent;
  - (iii) using the Licensed Data in publishing location information about its business premises, goods and services offered or intended to be offered by the End-user;
- (b) the use of Licensed Data pursuant to (a) always excludes its use:
  - (i) by any associated subsidiary holding or associated affiliated person or associated governmental entity unless acting in the capacity as sub-contractor to or agent of the End-user;
  - (ii) by the End-user or any of its employees, contractors or agents where that would directly or indirectly constitute commercial exploitation of the Licensed Data or providing a commercial benefit to any person other than the End-user;
  - (iii) by any third party or for the purpose of providing Information to any third party except as permitted in (a) above; and
  - (iv) for the provision of information on the Internet except as permitted under (a)(iii) above.

## **2 Personal Use**

“Personal Use” means:

using the Licensed Data as a Consumer, without the right to sub-license or to publish the Licensed Data on the Internet.

## **Restrictions Imposed by PointX Limited’s Third Party Suppliers**

### **1 Additional Restrictions**

- 1.1 The Partner will not, and will impose an obligation on its End-users, Consumers and its Permitted Subcontractors (in the relevant terms and conditions) not to bulk match a significant proportion in terms of quantity (which means greater than 250,000 records) or quality, of the Licensed Data against any database containing telephone number data. If a End-user or Consumer wishes to match its Licensed Data in excess of these criteria, Ordnance Survey shall use its reasonable endeavours to procure that PointX Limited or PointX Limited’s licensees gives approval on a case by case basis subject to reasonable commercial terms if appropriate. For the avoidance of doubt, this will not preclude End-users or Consumers from matching their customer databases against the Licensed Data for their own Licensed Use.
- 1.2 The Partner will not use, and will impose an obligation on its End-users, Consumers and its Permitted Subcontractors (in the relevant terms and conditions) not to use or permit the use of the Licensed Data for any purposes connected with the business of publishing directories (local, regional, or national) on printed or electronic media whose content is primarily either classified listings, classified advertising or “white pages” (i.e. name, address, telephone number data) listings or to provide or enable the provision of a telephone directory enquiry service to the general public.
- 1.3 The Partner will not, and will impose an obligation on its End-users, Consumers and its Permitted Subcontractors not to use or permit the use of the Licensed Data for geocoding or correcting any gazetteer or address list or for cleaning such data.
- 1.4 The Partner will not, and will impose an obligation on its End-users, Consumers and its Permitted Subcontractors not to use or permit the use of the Licensed Data for Direct Marketing, although this does not preclude their use for geographic analysis.

### **2 Excluded Companies**

Agco Limited  
Agricredit Limited  
Blue Sheep Limited  
BOCM  
BP  
BT  
Cellhire plc  
Conduit Limited

Data Discoveries Limited  
Data HQ  
De Lage Landen Limited  
Dun & Bradstreet Limited  
Enable Media Limited  
Equifax plc  
Experian Group Limited  
First National Group Limited  
Formpart (MDV) Limited  
Graydon Limited  
ICC Company Information Services Limited  
ING Limited  
LHM Limited  
Microsoft  
Onesource Limited  
Santander UK plc  
Shell  
Syntegra  
The Number  
Thomson Directories  
UK Changes  
Yell Group plc

### **3 Additional Copyright Notices and Trade Mark Notices**

- 3.1 This section specifies the use of the PointX logo and mandatory copyright acknowledgements that must be shown on Products and/or Services. The Partner will ensure that all its End-users, Consumers and Permitted Subcontractors comply with this Section 3.
- 3.2 The Partner, its End-users, Consumers and Permitted Subcontractors may use the PointX logo to signal its accreditation as an authorised PointX licensee. Electronic artwork of this logo is available from Ordnance Survey. The Partner may use this logo in its corporate stationery, promotion and display material. It should only be used in a way that makes it clear that it is a corporate accreditation rather than an endorsement of a Product or Service. The Partner will not make any changes to the style or format of the logo.
- 3.3 The Partner must show the appropriate acknowledgement on:
- the imprint page of a book;
  - the “imprint” section (margin) of a map;
  - the on-screen start-up ‘click’ licence;
  - the opening (flash) screen on data or electronic products;
  - the acknowledgement section of the user licence on data or electronic products;
  - the imprint page of the user manual or accompanying documentation for data or electronic products; and

- packaging.

3.4 The acknowledgements that must be clearly shown are:

*“This product includes data licensed from the following third parties:*

- *PointX © Database Right/Copyright 20nn; and*
- *Ordnance Survey © Crown Copyright and/or Database Right 20mm. All rights reserved. Licence Number 100034829.”*

3.5 Where there is insufficient room to show the full note it is permissible to show the following:

*“PointX © Database Right/Copyright and Ordnance Survey © Crown Copyright and/or Database Right. All rights reserved. Licence 100034829.”*

3.6 Ordnance Survey and PointX Limited reserve the right to add further copyright acknowledgements to those listed above.

#### **4 Additional Security Measures**

4.1 Before any Secure Extranet or Internet services commence and are made available to any third party by the Partner and Permitted Subcontractors, the Partner must receive Ordnance Survey’s prior written approval to proceed (which shall not be unreasonably withheld or delayed). This authorisation will be dependent on Ordnance Survey’s approval of the Partner’s relevant security measures.

4.2 From time to time, Ordnance Survey may issue new versions of this Schedule 5 which the Partner will need to agree and sign for them to be part of this Appendix. The Partner agrees not to unreasonably withhold agreement where such new versions reasonably require the Partner to implement additional technological and security measures.

4.3 At all times, during the lifetime or otherwise of this Appendix, the Partner shall:

- (a) take all reasonable technological and security measures to ensure that all Licensed Data held by the Partner or under the Partner’s control, including Licensed Data held by an Internet Service Provider or other third party on the Partner’s behalf, is demonstrably secure from uncontrolled external access. It must be robustly encrypted or only accessible through a controlling system such as a secure network to a strictly limited number of authorised employees;
- (b) document the Partner’s (and ensure that any third party which hosts any Secure Extranet or Internet documents their) data security procedures, provide them on request to Ordnance Survey and comply with all reasonable requirements and requests relating to the security of the Licensed Data given by Ordnance Survey from time to time. Ordnance Survey may audit the Partner’s security measures and reserves the right to request additional or refined measures to be implemented as set out in this Appendix;
- (c) for services delivered via a Secure Extranet or Internet environment ensure that Licensed Data can only be used as an integral and securely locked in part of such services;

- (d) Provide Ordnance Survey with the Uniform Resource Locator for the Secure Extranet or Internet, and all passwords necessary to use the service in full;
- (i) be responsible at all times if the Partner's Secure Extranet or Internet is hosted by a third party (such as an Internet Service Provider) if the terms of this Appendix are broken as a result of the third party's acts or omissions. Furthermore, the Partner and any third party that hosts the Secure Extranet or Internet shall fully comply with the security measures detailed in this Appendix;
  - (ii) ensure that the Licensed Data is demonstrably robustly encrypted in transmission;
  - (iii) ensure all royalties due to Ordnance Survey for the use of Licensed Data by the Partner are properly recorded and cannot be circumvented by a third party;
  - (iv) unless Ordnance Survey agrees in writing to the contrary, the Partner will ensure that the following terms and conditions are viewed by any person having access to the Product and/or Services via their Secure Extranet or Intranet and must be positively accepted by them by a mouse click before they are permitted to access or use the Product and/or Services:

*"This product contains data owned and licensed by Ordnance Survey or PointX Limited.*

*The Points of Interest Data contains Ordnance Survey data which is protected by Crown copyright under the Copyright Designs and Patents Act 1988 (as amended). Ordnance Survey data contains fingerprinting and coding protection techniques. Unauthorised reproduction infringes PointX Limited and Crown copyright and may lead to prosecution and/or civil proceedings. You are authorised to use Points of Interest data for your own enterprise use or personal use. You cannot commercially exploit the information or publish the plots in any commercial publications, products or services. You must obtain prior written permission from Ordnance Survey and pay a royalty for all other uses. Please write or fax Ordnance Survey Licensed Partner Team, Romsey Road, Southampton SO16 4GU, Fax 023 8079 2835.*

**Important:**

*Ordnance Survey and PointX Limited give no warranty that the data available on this website is accurate, complete or fit for any particular purpose, use or application. Ordnance Survey and PointX Limited exclude to the fullest extent permitted by law all warranties, representations, terms, conditions, guarantees and undertakings implied by common law, statute or otherwise. Ordnance Survey and PointX Limited will not be liable to any viewer or user of the data on this website for any loss or damage whatsoever arising from any inaccuracy in or incompleteness of such data. This shall not affect any statutory rights that you may have.*

*By clicking here you are accepting these terms and conditions."*

# OS OpenData™

*This licence applies to the following OS OpenData products:*

- 1:50 000 Scale Gazetteer
- 1:250 000 Scale Colour Raster
- Boundary-Line™
- Code-Point Open
- Land-Form PANORAMA®
- Meridian™ 2
- MiniScale®
- OS Locator
- Strategi®
- OS StreetView®
- OS VectorMap™ District

The licence below governs your access to and use of OS OpenData™ made available by The Secretary of State for Communities and Local Government acting through Ordnance Survey and its partner, emapsite.com Limited (the “Data Provider”). This licence corresponds to the terms used for data available from [data.gov.uk](http://data.gov.uk). OS OpenData™ is covered by either Crown Copyright, Crown Database Right, or has been licensed to the Crown.

The following attribution statement applies to this licence:

***Contains Ordnance Survey data © Crown copyright and database right 2010***

Where you use Code-Point® Open data, the following additional attribution statement applies to this licence:

***Contains Royal Mail data © Royal Mail copyright and database right 2010.***

Access to and use of the Data expressly made available under this licence (the “Data”) indicates your acceptance of these terms and conditions.

This is a worldwide, royalty-free, perpetual, non-exclusive licence from the provider of the Data (the “Data Provider”) to use it subject to the conditions below.

This licence does not affect your fair dealing or fair use rights, or any other copyright or database right exceptions and limitations.

## **You are free to:**

- copy, distribute and transmit the Data;
- adapt the Data;
- exploit the Data commercially whether by sub-licensing it, combining it with other data, or by including it in your own product or application.

## **You must:**

- acknowledge the copyright and the source of the Data by including any attribution statement specified by the Data Provider ([© Crown copyright, All rights reserved. 20..](#)<sup>3</sup>)

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<sup>3</sup> Insert the year of supply of the digital geographic data

*Licence number 0100031673*); if no specific statement is provided please use the following: *Contains [insert name of Data Provider] data © Crown copyright and database right*

- include the same acknowledgment requirement in any sub-licences of the Data that you grant, and a requirement that any further sub-licences do the same;
- ensure that you do not use the Data in a way that suggests the Data Provider endorses you or your use of the Data;
- ensure that you do not misrepresent the Data or its source.

### **No warranty**

The Data is licensed 'as is' and the Data Provider excludes all representations, warranties, obligations and liabilities in relation to the Data to the maximum extent permitted by law. The Data Provider is not liable for any errors or omissions in the Data and shall not be liable for any loss, injury or damage of any kind caused by its use. The Data Provider does not guarantee the continued supply of the Data.

### **Governing law**

This licence is governed by the laws of the country in which the Data Provider has its principal place of business, unless otherwise specified by the Data Provider.

### **Changes to this licence**

The Data Provider may amend the terms of this licence or make the Data available under a different licence. However, these terms will continue to apply to data you already license from the Data Provider.

### **Creative Commons**

These terms have been aligned to be interoperable with any Creative Commons Attribution 3.0 Licence. This means that you may mix the information with Creative Commons licensed content to create a derivative work that can be distributed under any Creative Commons Attribution 3.0 Licence.

## ***OS OpenData Public Viewing Service Licence***

The Public Viewing Service (the "Service") is provided by the Secretary of State for Communities and Local Government acting through Ordnance Survey and its partners ("we", "us" or "Ordnance Survey"). By using the Service you accept the following licence terms:

We grant you:

- 1) a worldwide, royalty-free, non-exclusive licence to view, download and print mapping data using the Service for the period during which we make the Service available;  
and
- 2) a worldwide, royalty-free, non-exclusive perpetual licence to use any mapping data downloaded or printed using the Service on the terms of the OS OpenData licence above.