

# SubScreen End User Licence Agreement

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The SubScreen product includes data from the following organisations:

i) Ordnance Survey

ii) British Geological Survey

iii) Bluesky International Limited

The License terms from each organisation are as follows:

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## i) Ordnance Survey

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- Ordnance Survey data products licensed from emapsite.com Ltd

What copyright text do I need to use?

- Any images (paper or digital) of maps or information derived from OS data should carry the following copyright statement in a conspicuous position:

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Ordnance Survey 0100031673

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- You should quote the year you receive the data, or the year of publication of paper products
- You should use emapsite's licence number (0100031673) for data purchased from emapsite.

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## **1 Licensed Use**

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

1.1.1 Business Use as set out in paragraph 2; and

1.1.2 Limited External Use as set out in paragraph 3.

## **2 Business Use**

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

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

## **3 Limited External Use**

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

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

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

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

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

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

3.2 Limited External Use is subject to the following conditions:

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3.2.1 any map generated in accordance with paragraph 3.1 shall not comprise:

- a) a service or product in itself; or
- b) a significant part of any product or service offered by the Customer; or
- c) a service or product (or significant part of any product or service) provided on behalf of a third party;

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

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

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

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

3.2.6 for the avoidance of doubt, the Customer shall comply with Clause 6.3 of the Framework.

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**British Geological Survey**  
NATURAL ENVIRONMENT RESEARCH COUNCIL

## ii) British Geological Survey

3<sup>RD</sup> PARTY DIGITAL DATA LICENCE [3PDL] SCHEDULE

**Licence No: 2011/3PDL/xxxxxx**

where xxxxxx is the invoice number for the data purchased from emapsite.com Ltd

**Data Set(s): As specified on the customer's invoice**

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  - b) For Intranet use, a database of internal geological data users will be created and the number of concurrent users will be capped as appropriate to Clause iii) of this Schedule.
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## iii) Bluesky International Limited

### National Tree Map (NTM) - STANDARD TERMS & CONDITIONS OF LICENSE

#### 1. INTRODUCTION

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- National Tree Mapping – © Bluesky International Limited

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## 11. TERMINATION

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

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

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## 12. GENERAL

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

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

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

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

## 13. GOVERNING LAW AND JURISDICTION

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