

End User Licence Agreement

- Ordnance Survey data products¹ 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:
© Crown copyright and database rights [year of supply or date of publication]
Ordnance Survey 0100031673
- OS AddressBase products should also carry this additional acknowledgement:
© Local Government Information House Limited copyright and database rights [year of supply or date of publication] 0100031673
- OS AddressBase Islands products that include data from Northern Ireland should also carry this additional acknowledgement:
© Crown copyright and database right [insert year] VARCA 100531
- OS AddressBase Islands products that include data from The States of Guernsey and/or the States of Jersey should also carry this additional acknowledgement:
© [date] States of Guernsey/Jersey
- OS AddressBase Islands products that include data from the Isle of Man should also carry this additional acknowledgement:
© Crown Copyright, Cabinet Office, Isle of Man
- 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.

Licensed Use - Standard

1 Licensed Use

- 1.1 The Service Provider grants to the Customer a non-exclusive, non-transferrable, revocable licence for Licensed Data for the duration of the Term, solely for and to the extent permitted by this Agreement.
- 1.2 The Customer's Licensed Use of Licensed Data is:
 - 1.2.1 Business Use as set out in paragraph 2; and
 - 1.2.2 Limited External Use as set out in paragraph 3;
 - 1.2.3 Ancillary Rights to Licensed Use set out in paragraph 4; and
 - 1.2.4 Statutory Use as set out in paragraph 9; and
 - 1.2.5 Infrastructure Data Sharing as set out in paragraph 10.
 - 1.2.6 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 use of Licensed Data (including, without limitation, where your Customer has created such Data by modifying, re-formatting, analysing or performing searches, look-ups and/or enquiries using the Licensed Data) for your Licensed Use.

¹ See list in Appendix



2 Business Use

- 2.1 Business Use is the use of Licensed Data solely for the internal administration and operation of the Customer's business.
- 2.2 Business Use does not entitle the Customer to make available or to provide Licensed Data to third parties.

3 Limited External Use

- 3.1 Limited External Use is, subject to paragraph 3.2, the use of Licensed Data:
 - 3.1.1 to promote the Customer's own business by generating a map which demonstrates one or more of the following:
 - a) the location of the premises and static assets which the Customer owns, leases or manages;
 - b) the location of a bespoke event organised by the Customer up to and for the duration of the event;
 - c) directions or routes (which are not specific to any particular customer or third party) to the premises or static assets in paragraph 3.1.1 (a) or event in paragraph 3.1.1 (b);
 - d) the scope of the Customer's area of operation;
 - 3.1.2 to report on the Customer's own business by including a map in:
 - a) an annual report on the affairs of the Customer's business or for accounting purposes, in each case produced to comply with a statutory obligation (including, without limitation, section 415 of the Companies Act 2006); and/or
 - b) a report to be submitted to a regulatory body to which the Customer is subject in order to meet that regulatory body's requirements; and/or
 - 3.1.3 to include a map within any professional services provided by the Customer to its clients, such map only to be used (in the case of a business client) for the internal administration and operation of such client's business.
- 3.2 Limited External Use is subject to the following conditions:
 - 3.2.1 any map generated in accordance with paragraph 3.1 shall not comprise:
 - a) a service or product in itself; or
 - b) a significant part of any product or service offered by the Customer; or
 - c) a service or product (or significant part of any product or service) provided on behalf of a third party;
 - 3.2.2 the map shall be in a raster format and the Customer shall use its reasonable endeavours to prevent third parties from being able to edit the map or from extracting Licensed Data from the map;
 - 3.2.3 the map shall not be of a larger scale or area and shall not contain a larger number of features than is reasonable for it to fulfil its function;
 - 3.2.4 the Customer shall display additional information on or with the map, which information facilitates the purposes in paragraphs 3.1.1 to 3.1.3;

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

4 Ancillary Rights to Customer's Licensed Use

- 4.1 Customers are granted the right to sub license Licensed Data to their 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, subject to the obligations set out in paragraphs 4.1.1 to 4.1.2:
- 4.1.1 Prior to providing Licensed Data to a Customer Contractor, the Customer shall
- a) ensure that the number of Terminals licensed under its Customer Sub-licence is sufficient to account for their own Licensed Use and the additional number of Terminals required by their Customer Contractor, or
 - b) extend the number of Terminals licensed under the customer sub-licence to ensure compliance with 4.1.1 above.
- 4.1.2 For the avoidance of doubt, where a Customer has provided Licensed Data to a Customer Contractor, at least 2 Terminals must be licensed.

5 Free to Use Data

- 5.1 Free to Use Data means Data created by you:
- 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 on 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 of 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 Ordnance Survey and/or which is licensed by Ordnance Survey from the Keeper of Public Records.



- 5.2 Subject to paragraphs 5.3 and 5.4 upon termination or expiry of your licence you are granted 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 Contractor).
- 5.3 The licence granted in paragraph 5.2 does not entitle you to re-create, produce or represent any Feature or Feature Attribution in any Topographic Dataset (or any substitution of such Feature or Feature Attribution).
- 5.4 Neither emapsite nor Ordnance Survey shall have any liability in respect of your use of Free to Use Data and you shall indemnify Ordnance Survey and emapsite 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).
- 5.5 You must acknowledge the copyright and source of the Free to Use Data by including the following attribution statement:
- © Crown copyright [andn database rights] [insert year] OS [licence number]*
- 5.6 Where you are in any doubt as to whether or not something constitutes Free to Use Data you shall consult us for guidance.

6 Customer Created Analytics Data

Customer Created Analytics Data means Data created by you 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 (meaning any feature represented in a Topographic Dataset, including without limitation any line, polygon, symbol or text) or Feature Attribution (meaning the characteristics associated with a Feature) within Licensed Data, in each case provided that the Data:

- Does not copy a Feature in whole, and does not a Feature Attribution in whole or in part, and
- Can be used independently of the Licensed Data

Save as otherwise agreed in writing you shall ensure that you assign IPR in any Customer Created Analytics Data to Ordnance Survey to the extent that it was creating using Licensed Data and in turn Ordnance Survey grant you a non-exclusive, royalty free licence to use such data for your own Licensed Use and to retain it in perpetuity for your own Licensed use.

7 OS Legacy Data

7.1 OS Legacy Data means any of the following data sets:

Land-Line® and Land Line.Plus® (Corresponding Data being OS MasterMap Topography Layer)

OSCAR Traffic Manager® and OSCAR Asset Manager® (Corresponding Data being OS MasterMap Integrated Transport Network Layer)

1:10 000 scale colour raster (Corresponding Data being OS VectorMap Local Raster)

Land-Form PROFILE® (Corresponding Data being OS Terrain 5).

7.2 None of these data sets are any longer supplied or maintained by Ordnance Survey.



- 7.3 Should you have existing holdings of any of the OS Legacy Data in 7.1 we grant you a non-exclusive, revocable, royalty-free licence to that Data provided that such Data is limited to your existing holdings of each OS Legacy Data set and not exceed the area covered by your licence for Corresponding Data licensed under this agreement.
- 7.4 Subject to clause 7.3 you shall be entitled to use OS Legacy Data as if it were Licensed Data.
- 7.5 We provide no warranty and shall have no liability for any loss or damages suffered as a result of any use, loss, deletion or destruction of OS Legacy Data.

8 Pre-Migration and Migration Data

- 8.1 Pre-Migration Data and Migration Data means any of the following data sets:

Pre Migration Data	Migration Data
AddressBase	AddressBase Plus, Address Base Premium
AddressBase Plus	AddressBase Premium
OS MasterMap Integrated Transport Network Layer	OS MasterMap Highways Road Network OS MasterMap Highways Road Network with Routing and Asset Management Information OS MasterMap Highways Road Network with Routing and Asset Management Information and Average Speed OS MasterMap Highways Road Network with Routing and Asset Management Information and Speed Limits OS MasterMap Highways Road Network with Routing and Asset Management Information and Average Speed and Speed Limits
OS MasterMap Integrated Transport Network Layer	OS MasterMap Highways Path Network
OS VectorMap Local Raster	OS Vector Map Local

- 8.2 If in entering into a new licence you may include within it a licence for any applicable Pre-Migration Data provided that such Pre-Migration Data at all times has an area of coverage that is either identical to or falls within the area of coverage of your Migration Data licence.
- 8.3 You may use such Pre-Migration Data as if it were Licensed Data.
- 8.4 We shall not supply updates or expand area of coverage of any such Pre-Migration Data.
- 8.5 We exclude, to the extent permitted by law, all liability in relation any licence granted to you for any Pre-Migration Data.



9 Statutory Use

- 9.1 Statutory Use is the use of Licensed Data solely to satisfy an express 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 you are subject which requires the use of Licensed Data to meet that obligation but only to the extent required by that obligation (a Relevant Enactment).
- 9.2 The obligation in paragraph 3.2 above shall apply².
- 9.3 You shall maintain a written record of your Statutory Use.
- 9.4 You shall receive no direct or indirect payment for the Statutory Use other than any charge you are entitled to impose in accordance with the Relevant Enactment.

10 Public Body and Infrastructure Data Sharing

- 10.1 Public Body 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 (where, in each case, any such body will be a “Sharing Party”).
- 10.2 Both you 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 or received.
- 10.3 You shall obtain written confirmation from the Sharing Party to whom you are supplying Licensed Data that the Sharing Party is licensed for Business Use or Public Sector Use for the same area of coverage as the Licensed Data being supplied.
- 10.4 You shall ensure that any use of the Licensed Data by the Sharing Body is governed by your licence for that Licensed data.
- 10.5 You shall maintain a written record of Sharing Parties and the Licensed Data supplied.
- 10.6 You shall receive no direct or indirect payment for the supply of Licensed Data to a Sharing Party.
- 10.7 We shall have no liability to you or the Sharing Party in respect of any Licensed Data received from or supplied to a Sharing Party.
- 10.8 You shall ensure that the Sharing Party acknowledges copyright and database right ownership as per paragraph 5.5 above.

² For the avoidance of doubt with reference to clause 3.2.5, SWS may continue to adhere to the following guidance from Ordnance Survey (supplied by SWS 28 November 2018):

“For requests to show your assets on a Topography background, for other utility companies or local authorities, emergency services, government agencies and infrastructure companies such as ports, airports & Network Rail, providing they have Topography to cover the area they are requesting, you can provide them with the asset data and Topography as a shape file or similar.

Where the request comes from a 3rd party surveyor or a developer, you should provide them with a static PDF with a Topography background and your assets. Many utility companies make a charge for this service (covering their asset data). If you make a charge just be sure that any paperwork does not include any charges for the Topo data.”

to the extent that except with emapsite’s specific consent clause 3.2 applies.



11 Definitions

11.1 In this Part 1 of Schedule 3, the following terms have the following meanings:

- 11.1.1 “Customer” and “you” mean Southern Water
- 11.1.2 “Customer Contractor” means any contractor engaged by the Customer or tendering to provide goods or services to the Customer in connection with Licensed Data.
- 11.1.3 “Data”, “Feature”, “Feature Attribution”, “Infrastructure Body”, “Public Body” and “Topographic Dataset” all have the meanings given to those terms in Ordnance Survey’s Framework Contract (Direct Customers) as at the date of this Agreement.
- 11.1.4 “Licensed Data” means the Data listed in Appendix 1 of this Part 1 of Schedule 3.
- 11.1.5 “Licensed Use” means the Customer’s permitted use of Licensed Data under this Agreement.
- 11.1.6 “Ordnance Survey” means Ordnance Survey Limited.
- 11.1.7 “Style Guide” means the information relating to copyright attribution contained in the information box at the beginning of this Part 1 of Schedule 3.
- 11.1.8 “we” and “us” mean the Service Provider.

Appendix List of OS Licensed Data³ under this End User Licence Agreement (EULA)

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
1:25 000 scale Colour Raster
1:25 000 scale Colour Raster (660dpi)
1:50 000 scale Colour Raster
1:50 000 scale Colour Raster (660dpi)
Code-Point®
Code-Point® with Polygons
OS Terrain® 5
OS MasterMap® Highways Road Network
OS MasterMap® Highways Road Network with Routing and Asset Management Information
OS MasterMap® Highways Road Network with Routing and Asset Management Information and Average Speed
OS MasterMap® Highways Road Network with Routing and Asset Management Information and Speed Limits
OS MasterMap® Highways Road Network with Routing and Asset Management Information and Average Speed and Speed Limits
OS MasterMap® Highways Path Network
OS MasterMap® Networks – Water Layer
OS MasterMap® Greenspace Layer
AddressBase®
AddressBase® Plus
AddressBase® Premium
AddressBase® Islands
OS MasterMap® Imagery Layer
Points of Interest⁴
Historical Licenses Data (all scales)

The following Legacy Products will cease to be available as Licensed Data under this agreement after 31 March 2019 after which time no sub-licences or updates shall be available:

OS MasterMap® Integrated Transport Network™ Layer – Road Network
OS MasterMap® Integrated Transport Network™ Layer – Road Network and Road Routing Information
OS MasterMap® Integrated Transport Network™ Layer – Urban Paths Theme

Contracted customers will have specific product listings detailed separately within their contract terms.

³ As at 27th November 2019

⁴ Additional Third Party Terms apply (see Addendum)



Addendum Third Party Terms (Points of Interest Data)

Where Licensed Data includes Points of Interest, the following terms apply in addition to those above. In particular, you should note the exclusions below as these take precedence over the above.

With reference to these third party terms:

118 Data means data owned or licensed by 118 Information Limited (company registration 07015814) and whose provenance as 118 is capable of being identified within the Points of Interest data

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

Excluded Companies refers to the following 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
Hibu	ICC Company Information Services Limited	
ING Limited	LBM Limited	Mardev
Microsoft	Onesource Limited	Santander UK plc
Shell	Syntegra	The Number
Thomson Directories	UK Changes	

Together with any other persons or companies we may notify you with from time to time.

Experian Data means data owned or licensed by Experian Limited (company registration 00653331) and whose provenance as Experian data is capable of being identified within the Points of Interest data

LDC Data means data owned or licensed by The Local Data Company (company registration 04821785) and whose provenance as Local Data Company data is capable of being identified within the Points of Interest data

LDC Excluded Companies means the following companies:

118 Information	192.com	Acxiom Limited
BNP Paribas Real Estate Limited	CACI	Callcredit Information Group Ltd
CGA	CoStar	Dun & Bradstreet
Emap	emapsite.com	Equifax Limited
Experian (including subsidiaries)	GB Group	GfK
Glenigan	GMAP	Google
Hibu	IMATT	Informa Group
Infoterra Limited	Javelin	Knowledge Master
Landmark Information	LBM	London & Partners
Londonnet	MapInfo	Microsoft
MX Data	OC&C	Post Office
Promap Limited	Random House	Reed Business Information
Retail Marketing Group	RTA	STV



Telefonica O2
Thomson Directories
TrueKnowledge

VeRisk Solutions
TomTom
Urban Mapz Limited

Performing Rights Society
Touch plc
Verdict

Together with any other persons or companies we may notify you with from time to time.

PointX means PointX Limited (company registration 04171543) of 7 Abbey Court, Eagle Way, Sowton, Exeter, EX2 7HY.

You shall not be entitled to licence any Points of Interest data containing 118 Data from us if you are an Excluded Company.

You shall not be entitled to licence any Points of Interest data containing LDC Data from us if you are an LDC Excluded Company.

You shall:

- Not use or display or permit the use or display of Points of Interest Data on the internet
- Not use nor permit the use of Points of Interest Data for Direct Marketing although this does not preclude the use of Points of Interest Data for geographic analysis
- Not use nor permit the use of 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' listings or to provide or enable the provision of a telephone directory enquiry service
- Not use nor permit the use of Points of interest Data for geocoding or correcting any gazetteer or address list or cleaning of such data.