

End User Licence under the OS Distribution Contract – OS Digital Data Supply

Background:

This End User Licence sets out general terms on which UK Map Centre LLP, a company registered in Scotland (company registration number SO306398) whose trading address is at 22 Montrose Street Glasgow G1 1RE and Registered office is 45 Polmont Road, Falkirk FK2 9QS (**we, us, our**) licenses the digital mapping product known as OS Licensed Data to customers including you, the person or entity entering into this End User Licence in accordance with its terms (**you, your**).

1 Definitions & interpretations

Appendix 4 provides for the definition and interpretation of words used in this End User Licence.

2 Term and structure of this End User Licence

2.1 This End User Licence shall commence on the Effective Date and will automatically renew on expiry of the Initial Term (or the then-current Renewal Period) and continue for a further Renewal Period until either:

2.1.1 it is terminated by either party on at least 30 days prior written notice with effect from the expiry of the Initial Term or a Renewal Period; or

2.1.2 it has been otherwise terminated in accordance with its terms.

2.2 Regulations 9 and 11 of the *Electronic Commerce (EC Directive) Regulations 2002*, relating to contracts made online, shall not apply to this End User Licence.

3 Access to Licensed Data

Will be supplied directly from us via email, FTP or download link.

4 Your and our obligations

4.1 Your obligations

4.1.1 You shall:

- a) not use Licensed Data for any illegal, deceptive, misleading or unethical purpose or otherwise in any manner which may be detrimental to the reputation of the Licensed Data or any person;
- b) use your best endeavours to use adequate technological and security measures, including measures we may reasonably recommend, or that you and we may agree to, from time to time, to ensure that all Licensed Data which we provide you and which you hold or are responsible for are secure from unauthorised use or access;
- c) conform with all relevant Data Protection Legislation;
- d) notify us as soon as you suspect any infringement of our IPR and give us all reasonably required assistance in pursuing any potential infringement or remedying any unauthorised use; and
- e) inform us in writing of any change of Control of your business within 30 days of it becoming effective.

4.2 Your and our supply chain obligations

- 4.2.1 The parties each warrant and undertake (and you shall procure that your employees and Contractors shall undertake) that they have not committed and will not commit in connection with this End User Licence any offence under the *Bribery Act 2010*, or the *Modern Slavery Act 2015* or any other law in force in any applicable jurisdiction creating offences in respect of bribery, corruption, fraudulent acts and modern slavery.
- 4.2.2 Any breach of Clause 4.2.1 by you or any of your employees and Contractors (whether with or without your knowledge) shall entitle us, with no liability whatsoever to you, to terminate this End User Licence with immediate effect by notice in writing and to recover from you the amount of any loss resulting from such termination.

5 Grant of licence

5.1 Licence

- 5.1.1 We grant you a non-exclusive, non-transferable, revocable licence for Licensed Data for the duration of this End User Licence solely for and to the extent permitted by the Licensed Use and subject to the scope of the Licence Details.
- 5.1.2 You may not use Licensed Data in any way or for any purpose other than as set out in this Clause 5.
- 5.1.3 Apart from you, no person, firm, or this End User Licence (including without limitation any group company or affiliate) is granted any rights under this End User Licence.
- 5.1.4 This End User Licence does not give you any right to sublicense, distribute, sell or otherwise make Licensed Data available to third parties other than as permitted by your Licensed Use.
- 5.1.5 For the avoidance of doubt, and save as otherwise agreed, this End User Licence does not permit you to create any product and/or service for supply to third parties which have benefitted from, relied on or made any use of Licensed Data (including, without limitation, where you have created your products and/or services by modifying, re-formatting, analysing or performing searches, look ups and/or enquiries using the Licensed Data).

5.2 Licensed Use

- 5.2.1 Your Licensed Use shall be as follows:
- the use in accordance with Appendix 1; or
 - if you are an Infrastructure Body, the use in accordance with Appendix 2; or
 - if you are a Public Body, the use in accordance with Appendix 3.
- 5.2.2 You are in all cases entitled to benefit from the Open Identifiers Policy, enabling you to extract Open Identifiers from the Licensed Data, and use such Open Identifiers, in accordance with the Open Identifiers Policy.
- 5.2.3 **OS Open Data – 1:250 000 Scale Colour Raster™, OS OpenMap – Local, OS MiniScale®, Boundary-Line™, OS VectorMap® District and OS Terrain® 50**
- 5.2.4 Subject to Clauses 5.3.2 to 5.3.6, we grant you upon termination or expiry of this End User Licence (except where we terminate this End User Licence for any of the reasons specified in Clauses 9.2 or 9.5) a non-exclusive, royalty-free, perpetual licence to use Free to Use Data for your Licensed Use (including the right to sub-licence such Free to Use Data to a Contractor).
- 5.2.5 The licence granted in Clause 5.3.1 shall entitle neither you nor your sub-licensees to (and you shall procure that no sub-licensee shall) re-create, reproduce or represent any Feature Attribution or any Feature in any Topographic Dataset (or any substitution of such Feature Attribution or Feature).

5.2.6 Subject to Clause 11.1, we shall have no liability in respect of your or any of your sub-licensees' use of Free to Use Data and you will indemnify and keep us indemnified from and against all costs, expenses, damages, losses or liabilities incurred or suffered by us arising out of any third party dispute or claim in connection with the Free to Use Data (including, without limitation, any product liability claim).

5.2.7 You must acknowledge the copyright and the source of the Free to Use Data by including the following attribution statement:

'© Crown copyright and database rights [YEAR] OS AC0000848283'.

You shall include the same acknowledgement requirement in any sub-licences of the Free to Use Data that you grant, and a requirement that any further sub-licences do the same.

5.2.8 If you breach any provision of this Clause 5.3, the licence granted in Clause 5.3.1 shall immediately terminate and you shall comply with an obligation equivalent to Clause 9.7.1b) in respect of your Free to Use Data.

5.2.9 Where you are in doubt as to whether or not something constitutes Free to Use Data / Open Data, you shall contact UK Map Centre LLP for guidance.

5.3 Analytics Data

5.3.1 We grant you upon termination or expiry of this End User Licence (except where we terminate this End User Licence for any of the reasons specified in Clauses 9.2 or 9.3) a non-exclusive, royalty-free, perpetual licence to use Analytics Data for your Licensed Use (including to sub-license such Analytics Data to a Contractor), provided only that this licence is subject to your compliance with Clauses 5.3.2 to 5.3.6 (which shall be deemed to be amended as required so as to apply to Analytics Data).

5.3.2 If you wish to use Analytics Data for a purpose outside your Licensed Use (including commercial reuse), please contact us for appropriate terms.

5.4 Your Data

5.4.1 Where you create Data in accordance with this End User Licence using or in conjunction with Licensed Data and such Data:

- a) does not comprise Free to Use Data or Analytics Data; and
 - b) does not incorporate or infringe any IPR in the Licensed Data,
- the terms of this End User Licence do not apply to such Data.

5.5 Contractor Use

5.5.1 You may permit your Contractors, for the purposes of providing, or tendering to provide, you with goods or services, to use Licensed Data for your Licensed Use provided that you ensure, in a Contractor Licence, that:

- a) the applicable restrictions included in this End User Licence are applied to the Contractor;
- b) any applicable rights reserved in this End User Licence in relation to Licensed Data for our benefit are reserved;
- c) any applicable obligations imposed on you in this End User Licence are imposed on the Contractor;
- d) save as provided in this End User Licence, any right for the Contractor to use Licensed Data shall terminate automatically on termination or expiry of this End User Licence;
- e) we shall have no liability to any Contractor in respect of Licensed Data or this End User Licence; and

- f) we have the right to enforce directly the terms of the agreement between you and the Contractor pursuant to the *Contracts (Rights of Third Parties) Act 1999*.
 - g) The number of terminals selected at time of purchase must reflect any contractor use – contact UK Map Centre for clarification
- 5.5.2 Subject to provisions equivalent to Clauses 9.4.1c), 9.4.2 and 9.4.3, you may permit your Contractors to retain Licensed Data in an archive for the sole purpose described in Clause 9.4.1c), provided that you ensure we have the right to enforce directly the terms between you and them governing the use of such Licensed Data pursuant to the *Contracts (Rights of Third Parties) Act 1999*.
- 5.5.3 You may grant your Contractors the right to supply and receive copies of the Licensed Data in a digital form to and from your other Contractors provided that:
- a) both Contractors are licensed by you for the Licensed Data being supplied and/or received;
 - b) the goods or services which each Contractor is providing, or tendering to provide to you shall each form part of a larger project or related series of works required by you;
 - c) each Contractor uses copies of Licensed Data supplied by another Contractor solely for the purpose of providing or tendering to provide goods or services to you as part of your Licensed Use;
 - d) the use by a Contractor of Licensed Data supplied by another Contractor shall be governed by its Contractor Licence with you;
 - e) a Contractor shall not receive any direct or indirect payment, credit or money's worth for the supply of the Licensed Data to another Contractor; and
 - f) a Contractor shall, prior to supplying any Licensed Data to another Contractor, obtain your written confirmation that:
 - i) the other Contractor is licensed by you for the Licensed Data being supplied; and
 - ii) the goods or services which each Contractor is providing, or tendering to provide to you, each forms part of a larger project or related series of works you require.
- 5.5.4 You may provide Licensed Data in paper form only (referred to in this Clause 5.6 as **Paper Copies**) to a Contractor, without the requirement to enter into a Contractor Licence with such Contractor, provided that you ensure that:
- a) the Contractor uses the Paper Copies solely for the purposes of providing, or tendering to provide, you with goods or services for your Licensed Use;
 - b) the Paper Copies only cover an area that is proportionate to the amount of goods or services that the Contractor is engaged to provide;
 - c) subject to Clause 5.6.6, the Contractor is not permitted to and shall not copy, sub-license, distribute, sell or otherwise make available the Paper Copies to third parties in any form;
 - d) the Contractor destroys or returns to you all such Paper Copies immediately upon:
 - i) its completion of the tender or provision of goods or services referred to in Clause 5.6.5a); or
 - ii) expiry or termination of this End User Licence,whichever is the sooner, and provides, at your request, a sworn statement by a duly authorised person that it no longer holds any such Paper Copies;

- e) neither you nor the Contractor shall receive any direct or indirect payment, credit or money's worth for the supply of Paper Copies; and
- f) the Paper Copies are clearly marked in accordance with Clause 6.1 and contain a statement stipulating that the Contractor is permitted to use the Paper Copies solely for the purpose of assisting them with the delivery to you of the goods or services they are engaged to provide.

5.5.5 You shall be entitled to permit your Contractor to supply Paper Copies to any third party provided that the Contractor ensures that:

- a) such third party is engaged to provide:
 - i) all or part of the works that Contractor is engaged to provide to you (referred to in this Clause 5.6.6 as the Works);
 - ii) part of a larger project (which also includes the Works); or
 - iii) works which, together with the Works, are part of a series of works required by you,

and uses the Paper Copies solely for the purpose of providing i), ii) or iii) above to you for your Licensed Use;

- b) such third party agrees to comply with terms no less onerous than those set out in Clause 5.6.5b) to f) with respect to its use of Paper Copies under paragraph a) above. For the purposes of this Clause, references in Clause 5.6.5b) to f) to:
 - i) you or your shall mean your Contractor;
 - ii) Contractor shall mean the third party to whom Paper Copies are supplied under this Clause; and
 - iii) End User Licence shall mean the Contractor Licence.

5.5.6 You shall be jointly and severally liable with any third party to whom you are entitled to disclose Licensed Data under this End User Licence, including, without limitation, any Contractor, for the act or omission of that third party and you shall enforce the terms of any relevant agreement, including, without limitation, any Contractor Licence, up to and including obtaining judgment in court and taking such other action as we may request in respect of any breach.

5.6 Third-Party and Dataset Specific Terms

5.6.1 The Licensed Data is subject to any Third Party and Dataset Specific Terms set out in this End User Licence.

5.6.2 Any Third Party and Dataset Specific Terms that are identified as being required by third-party licensors of OS shall take precedence over the terms set out in the remainder of this End User Licence.

6 Trade Marks and rights acknowledgement

6.1 You may not use any Trade Marks except as expressly permitted by the Style Guide where you wish to acknowledge OS or particular Licensed Data when exercising:

6.1.1 Limited External Use rights under Appendices 1 or 2;

6.1.2 Statutory Use or Public and Infrastructure Data Sharing rights under Appendix 2; or

6.1.3 rights under Appendix 3.

6.2 You have no right to sub-license the right to use Trade Marks.

6.3 You shall ensure that any use of the names OS and Ordnance Survey and of any other Trade Mark includes the ® or ™ symbol as shown in relation to such Trade Mark in this End User Licence.

6.4 You will not tamper with or remove any of OS's trade mark symbols or notices.

You must acknowledge copyright and database right ownership in a conspicuous position in all copies of Licensed Data in compliance with the Style Guide - . '© Crown copyright and database rights [YEAR] OS AC0000848283'.

7 Licence Fees

All fees will be paid in full to the UK Map Centre LLP at time of purchase.

8 Variation

8.1 Variation of End User Licence

8.1.1 We reserve the right to change any part of this End User Licence:

- a) on 90 days' notice, unless such change is required by our suppliers on less than 90 days' notice, or is deemed necessary by us as a result of the exercise of rights by a third party, or the exercise of such rights, in which case we shall give you such notice as is reasonably practicable in the circumstances; or
- b) with such notice as we see fit if we reasonably consider that such change will either be to your benefit or not detrimental to you.

8.1.2 If you do not find the changes notified to you under Clause 8.1.1 acceptable, you may terminate this End User Licence by giving us written notice (which shall expire on the same date as our notice to you under Clause 8.1.1) of either:

- a) at least 30 days; or
- b) less than 30 days if our notice to you under Clause 8.1.1 is less than 30 days.

8.1.3 You shall ensure that all changes which affect any Contractor Licence are incorporated without delay into such Contractor Licence.

8.2 Variation of number of Terminals or Users and coverage of Licensed Data

8.2.1 You may either increase or decrease the number of Terminals or Users or the area of coverage you are licensed for under this End User Licence by submitting a variation to this End User Licence in accordance with this Clause 8.2.

Email us at online@ukmapcentre.com for further information / pricing.

9 Suspension, termination and expiry

9.1 Suspension

9.1.1 If you are in breach of this End User Licence, we may on notice to you with immediate effect suspend the provision and licensing of the Licensed Data or Updates, in each case until such breach has been remedied to our satisfaction. This right is without prejudice to any other rights we have under this End User Licence or at law.

9.2 General termination rights

9.2.1 Either party may terminate this End User Licence with immediate effect by giving the other party notice in writing in the event that the other party:

- a) is in material breach of any term of this End User Licence and such breach is either incapable of being remedied or is not remedied within 30 days of a written request to do so (for the avoidance of doubt, if you fail to pay your Licence Fee, we may terminate this End User Licence);
- b) is in persistent breach of this End User Licence;
- c) ceases to carry on business; or
- d) discloses Confidential Information of the first party or uses or authorises use of the first party's IPR outside the scope permitted by this End User Licence.

9.3 Termination rights without notice period

9.3.1 We may terminate this End User Licence with immediate effect by giving you notice in the event that you:

- a) are unable to pay your debts within the meaning of Section 123 of the *Insolvency Act 1986*;
- b) have a receiver, administrative receiver, administrator or similar officer appointed over all or any part of your assets or undertaking;
- c) make an assignment for the benefit of, or a composition with, your creditors generally or another arrangement of similar import;
- d) commit an act of bankruptcy or go into liquidation or are the subject of a petition for bankruptcy or a winding up order otherwise than for the purposes of a bona fide amalgamation or restructuring;
- e) undergo any process similar to the matters referred to in Clauses 9.3.1a) to d) (inclusive) in any jurisdiction other than the UK; or
- f) undergo a change of Control of your business other than for the purpose of a bona fide internal group restructuring and so long as we exercise such right of termination within 6 months of the date on which you notify us of such change of Control in writing.

9.4 Effects of termination or expiry of this End User Licence

9.4.1 If this End User Licence terminates or expires:

- a) any accrued rights and remedies will not be affected;
- b) Within the Consumer Contracts Regulations, digital downloads are neither goods nor services, meaning the law is a little different for digital downloads, consumers and business-to-business sales will need to waive their cancellation rights before digital content can be provided. This means that once a consumer/customer has downloaded the content, then they have given up their rights to a refund.
- c) subject to Clause 9.4.4 you shall within 30 days destroy (or at our option return) all Licensed Data which you hold or for which you are responsible (including any Licensed Data embedded in any other material but not any Licensed Data you are entitled to retain under Clause 9.4.1c) and provide written confirmation that you have done so at our request;
- d) except if we terminate under any of Clauses 9.2.1a) or b) or 9.5 and subject to Clauses 9.4.2 and 9.4.3, you may retain Licensed Data in an archive following termination or expiry of this End User Licence and may only disclose such Licensed Data for the sole purpose of addressing a complaint or challenge from a regulator or other third party regarding your use of such Licensed Data during the term of this End User Licence;
- e) where this End User Licence terminates or expires you shall terminate any Contractor Licence with immediate effect.

9.4.2 Your rights under Clause 9.4.1c) are on condition that:

- a) they do not apply to Licensed Data that includes third-party IPR (unless provided otherwise in the Licence Details); and
- b) subject to Clause 11.1, we shall have no liability in respect of your use of such Licensed Data following termination or expiry of this End User Licence.

9.4.3 We may terminate your right under Clause 9.4.1c) at any time if:

- a) you use or disclose Licensed Data other than strictly in accordance with Clause 9.4.1c);
- b) you breach any surviving term of this End User Licence; and
- c) one of the events in Clauses 9.2.1a)iii) and iv) and 9.2.1b) or 9.3.1a) to f) (inclusive) occurs,

in which event you shall comply with an obligation equivalent to Clause 9.4.1b) in respect of the Licensed Data.

9.4.4 If you enter into a new licence (being a licence granted by a duly licensed supplier of OS Data), you may retain Licensed Data after the termination of this End User Licence and subject to the terms of the new licence, provided that:

- a) the commencement date of the new licence falls on or before the date on which this End User Licence; and
- b) you may only retain Licensed Data which does not contain third-party IPR (unless such retention is permitted under this End User Licence) and to the extent that it is both:
 - i) the same OS Data; and
 - ii) for the same area of coverage,

as the data licensed to you under the new licence.

9.4.5 The provisions of this End User Licence intended to survive termination or expiry, including without limitation, Clauses 1, 4.1.1a) to c), 4.2, 5.3, 5.4, 5.6.6, 8.1, 9.4, 13 to 16, 18 and 19 shall continue in full force and effect, notwithstanding such termination or expiry.

10 Warranties and Indemnity

10.1 We shall ensure that Licensed Data substantially conforms to the relevant Ordnance Survey Specification. If it does not conform and you notify us within 30 days of receipt, then we will rectify the Licensed Data so that it substantially conforms to the relevant Specification, provided that the non-conformance has not been caused by:

10.1.1 any modification or addition not performed or authorised by us; or

10.1.2 any of your computer software or equipment.

We may not complete this until the next Update following such notification. Rectification under this clause shall be your and our sole and exclusive remedy and liability respectively for Licensed Data which does not conform to the relevant Specification. If we are unable to rectify the relevant non-conformance, you or we may terminate this End User Licence by notice in writing with immediate effect.]

10.2 We warrant that we are able to grant the licences included in this End User Licence.

- 10.3 Licensed Data has not been created for your or any particular customer's requirements. It is your responsibility to ensure that Licensed Data is fit for your intended use or purpose. You acknowledge that if you do not take Updates then, over time, the operation, functionality and accuracy of Licensed Data are likely to degrade and fail to meet the current relevant Specification. Subject to Clause 11.1, we shall not be liable to you for any loss you suffer to the extent it would have been avoided had you not failed or delayed in using or adopting any Updates made available to you.
- 10.4 We exclude, to the fullest extent permissible by law all implied or express warranties, except those stated in this Clause 10.
- 10.5 Subject to Clause 11.4 and the exclusions in Clauses 10.6 and 10.7, we shall indemnify you and keep you indemnified against all costs, expenses, damages or losses incurred or suffered by you arising from any claims that you have infringed the copyright and/or database rights of any third party by using the Licensed Data, provided that you:
- 10.5.1 promptly notify us in writing of any allegation of infringement which comes to your attention;
 - 10.5.2 make no admission relating to any infringement or alleged infringement without our prior written consent;
 - 10.5.3 allow us to conduct and settle all negotiations and proceedings and give us all reasonable assistance (at our reasonable expense);
 - 10.5.4 use all reasonable endeavours to mitigate your losses; and
 - 10.5.5 if requested by us, use all reasonable endeavours to cease using any alleged infringing Licensed Data and/or accept and use alternative OS Data.
- 10.6 The indemnity set out in Clause 10.5 shall not apply to the extent that any claim, cost, expense, damage, loss or liability arises as a result of:
- 10.6.1 any modification or addition not performed or authorised by us;
 - 10.6.2 the combination of Licensed Data with any other data or software not provided by us; or
 - 10.6.3 use of Licensed Data other than in accordance with this End User Licence.

11 Liabilities

- 11.1 Nothing in this End User Licence shall exclude or limit either party's liability for:
- 11.1.1 death or personal injury to the extent it results from its negligence, or that of its employees or agents; or
 - 11.1.2 fraud or fraudulent misrepresentation.
- 11.2 Nothing in this End User Licence shall exclude or limit:
- 11.2.1 your liability in respect of any infringement or breach of IPR or relating to our Confidential Information by you or any other party which has obtained Licensed Data from you; or
 - 11.2.2 your obligation to pay the Licence Fees.
- 11.3 Subject to Clause 11.5, nothing in this End User Licence shall exclude or limit our liability under the indemnity in Clause 10.5.
- 11.4 Subject to Clause 11.1, 11.3 and 11.5 our total aggregate liability arising under or in connection with this End User Licence for all claims (whether in contract, tort or otherwise) shall not exceed the lesser of (a) the Licence Fees paid in the preceding 12 month period, or (b) £100,000.
- 11.5 Neither you nor we will be liable to the other in contract, tort (including negligence) or otherwise for any loss of profits, loss of business or loss of contracts (in each case whether direct or indirect) or for any special, indirect or consequential losses or damages.

12 Events outside a party's control

Save for any obligation to make payment, neither party will be responsible for any delay or failure in carrying out obligations under this End User Licence if the delay or failure is caused by circumstances beyond the reasonable control of the affected party. In such circumstances the affected party will notify the other of any such likelihood as soon as possible. The affected party shall be allowed a reasonable extension of time to carry out its obligations in these circumstances.

13 Confidentiality

13.1 Both you and we agree:

- 13.1.1 to use Confidential Information of the other only for the purposes of discussions between us relating to our business relationship, and for performing obligations and exercising rights granted under this End User Licence;
- 13.1.2 to keep all Confidential Information secure, and to disclose it only to those employees, consultants, directors and professional advisers who need to know such Confidential Information and who are subject to at least the same obligations of confidentiality as those set out in this Clause 13;
- 13.1.3 to notify the other without delay of any unauthorised use, copying or disclosure of the other's Confidential Information of which it becomes aware and provide all reasonable assistance to the other to stop such unauthorised use, copying and/or disclosure; and
- 13.1.4 except as required by law or by governmental or regulatory requirements (which, for the avoidance of doubt, shall include any requirements for disclosure under the *Freedom of Information Act 2000* and/or the *Environmental Information Regulations 2004*), not to disclose Confidential Information to any third parties unless expressly permitted under this Clause 13 or with the other's prior written consent.

13.2 The obligations in this Clause 13 do not apply to any information which is in the public domain (other than through the breach of any obligation of confidentiality) or which a party can demonstrate was previously known to it (unless acquired directly from the other party or in breach of any obligation of confidentiality) or was independently developed by it without the use of any Confidential Information.

14 Assignment, subcontracting and sublicensing

Except as provided in this End User Licence, or as otherwise agreed from time to time, neither party may assign, subcontract or sublicense their rights and obligations under this End User Licence without the prior written consent of the other party, such consent not to be unreasonably withheld.

15 Entire agreement

This End User Licence and any documents referred to in it constitute the entire agreement and understanding between the parties concerning its subject matter.

16 Waiver

16.1 The waiver on a particular occasion by either party of rights under this End User Licence does not imply that other rights will be waived.

16.2 No delay in exercising any right under this End User Licence shall constitute a waiver of such right.

17 Notices

17.1 Any notice under this End User Licence shall be given by prepaid first class post, recorded delivery or email to the following contact details:

17.1.1 for us:

Compliance, UK Map Centre LLP, 22 Montrose Street Glasgow G1 1RE
E-mail: online@ukmapcentre.com; and

17.1.2 for you: at the address and email details which you have submitted to us (or in the absence of such details to you at the address of your registered office or principal place of business), or such other contact details as either party shall notify to the other in writing.

17.2 Notices shall be deemed to have been received:

17.2.1 if sent by hand, when delivered or (if delivery is not made before 4.00pm on a business day) the next business day;

17.2.2 if sent correctly addressed by prepaid first class post or recorded delivery, 2 business days after posting; and

17.2.3 if sent by email, on the next business day following sending (unless the sender receives a delivery failure notification for reasons other than the email address used by the sender not being valid).

18 Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this End User Licence has no right under the *Contracts (Rights of Third Parties) Act 1999* to enforce or enjoy the benefit of any term of this End User Licence.

19 Governing law and Jurisdiction

19.1 If you are an individual, this End User Licence shall be governed by English law. Both Parties agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland, you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

19.2 If you are a business, this End User Licence shall be governed by English law. Both Parties agree to the exclusive jurisdiction of the courts of England and Wales.

Appendix 1 Licensed Use – Standard

1 Licensed Use

1.1 Your Licensed Use of Licensed Data is:

- 1.1.1 Business Use as set out in paragraph 2;
- 1.1.2 Limited External Use as set out in paragraph 3; and
- 1.1.3 Public Body and Infrastructure Body External Use as set out in paragraph 4.

2 Business Use

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

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

3 Limited External Use

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

3.1.1 **to promote or further** your own business by generating a map which demonstrates one or more of the following:

- a) the location of the premises and static assets which you own, lease or manage;
- b) the location of a bespoke event organised by you 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 3.1.1a) or event in paragraph 3.1.1b);
- d) the scope of your area of operation;

3.1.2 **to report** on your own business by including a map in:

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

3.1.3 in connection with your **professional services** but solely in the following ways, either:

- a) to include a map within any professional services provided by you to your clients, such map only to be used (in the case of a business client) for the internal administration and operation of such client's business; or
- b) to include a map in an advertisement in respect of the sale or letting of a property which is owned or leased by any of your clients provided that any such advertisement may only be published either:
 - i) in a periodical published in paper format by a third party provided that any map contained in your advertisement may not feature in any electronic reproduction of such periodical which is published on the internet or in any other format;
 - ii) in paper format within your own publication; or
 - iii) in electronic format on your own website,

and for the avoidance of doubt, this paragraph 3.1.3b) does not permit you to publish any map generated by Licensed Data on any third party website.

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 you; 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 you shall use your 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 you 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 you 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, you 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 OS; and
- 3.2.6 for the avoidance of doubt, you shall comply with Clause 6.1 of this End User Licence.

Appendix 2 Licensed Use – Infrastructure Body

1 Licensed Use

1.1 Your Licensed Use of Licensed Data is:

- 1.1.1 Business Use (as set out in paragraph 2 of Appendix 1);
- 1.1.2 Limited External Use (as set out in paragraph 3 of Appendix 1);
- 1.1.3 Statutory Use as set out in paragraph 2; and
- 1.1.4 Public and Infrastructure Data Sharing as set out in paragraph 3.

2 Statutory Use

2.1 Statutory Use is the use of Licensed Data solely to satisfy an express written obligation imposed by a formal written enactment of a legislative authority that governs the United Kingdom of Great Britain and Northern Ireland, Scotland, Wales, and/or Northern Ireland to which you are subject which requires the use of the Licensed Data to meet that obligation but only to the extent required by that obligation (a **Relevant Enactment**).

2.2 Statutory Use is subject to the following conditions:

- 2.2.1 the obligations in paragraphs 3.2.2, 3.2.3, 3.2.4 and 3.2.6 of Appendix 1 shall apply;
- 2.2.2 you shall maintain a written record of your Statutory Use and upon our written request shall provide a copy of that written record to us; and
- 2.2.3 you shall not receive any direct or indirect payment, credit or money's worth for the Statutory Use other than any charge which it is entitled to impose in accordance with the Relevant Enactment.

Appendix 3 Licensed Use – Public Body

1 Licensed Use

- 1.1 Your Licensed Use of Licensed Data is as set out in Appendix 1 to the PSGA Member Licence, which is incorporated into this End User Licence by reference, with all necessary changes.
- 1.2 In addition to the rights granted in Appendix 1 to the relevant PSGA Member Licence, all relevant restrictions and obligations contained in or referred to in such Appendix (including the indemnity contained in the paragraph entitled Competing Activities and Commercial Activities) shall also apply.
- 1.3 In this Appendix 3, **PSGA Member Licence** means the document known as the PSGA Member Licence, as entered into by you and OS and as varied from time to time. Where you have not entered into such a licence, PSGA Member Licence will be deemed to mean the then current template PSGA Member Licence, as available from OS on request.

For the avoidance of doubt you are only licensed to use Licensed Data as set out in this Appendix where you are a Public Body

Appendix 4 Definitions & interpretation

1.1 In this Framework:

Expression	Meaning
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 or Feature Attribution within Licensed Data, in each case provided that the Data: <ul style="list-style-type: none">a) does not copy a Feature in whole, and does not copy a Feature Attribution in whole or in part; andb) can be used independently of the Licensed Data.
Ancillary Rights	means the rights set out in Clauses 5.3, 5.4, 5.5, 5.6 and 9.4.1c).
Confidential Information	means any information that is marked or identified as confidential, or that would reasonably be considered to be confidential in nature, that relates to the affairs of a party and is acquired by the other party in anticipation of or as a result of this End User Licence.
Contractor	means any contractor engaged by you or tendering to provide goods or services to you in connection with Licensed Data.
Contractor Licence	means a formal written agreement entered into between you and a Contractor in accordance with Clause 5.6.
Control	means the power (directly or indirectly) to appoint or remove a majority of the directors or otherwise direct the affairs of an organisation.
Data	means any text, graphic, image, audio and/or visual material, software, data, database content or other multimedia content, information and material.
Data Protection Legislation	means all applicable data protection and privacy legislation in force from time to time in the UK including: <ul style="list-style-type: none">a) the <i>Data Protection Act 2018</i> (and all regulations made under it);b) the UK GDPR (as defined in section 3(10) (as supplemented by section 205(4)) of the <i>Data Protection Act 2018</i>); andc) all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data.
Effective Date	means the date on which the second party to sign this End User Licence does so.
End User Licence	means these terms and conditions together with the Appendices to them (as amended from time to time).
Excluded Bodies	means: <ul style="list-style-type: none">a) any body whose geographic remit is wholly or mainly in Northern Ireland;b) save where Cabinet Office and we otherwise agree, any public or private limited company (including but not limited to whether limited by shares or guarantee);c) any Private Registered Provider of Social Housing, which shall have the meaning ascribed thereto in section 80 of the <i>Housing and Regeneration Act 2008</i>;d) any registered social landlord within the meaning of Part 2 of the <i>Housing (Scotland) Act 2010</i>; and

	e)	any other body as may be agreed by OS and Cabinet Office from time to time.
Feature		means any feature represented in a Topographic Dataset, including without limitation any line, polygon, symbol or text.
Feature Attribution		means the characteristics associated with a Feature (subject to the Specification of the relevant Topographic Dataset).
Free to Use Data/Open Data		means Data created by you: <ul style="list-style-type: none"> a) using a Topographic Dataset as a source to infer the position of the Data you create; or b) which copies in part a Feature (copying in part meaning where the Data created partially coincides with a Feature in the source Topographic Dataset), <ul style="list-style-type: none"> in each case provided that the Data: <ul style="list-style-type: none"> i) does not copy a Feature in whole, and does not copy a Feature Attribution in whole or in part; ii) neither represents nor acts as a substitute for a Feature or Feature Attribution in the source Topographic Dataset; and iii) can be used independently of the Licensed Data, and in each case only to the extent that the Data created incorporates IPR owned by OS and/or which is licensed by OS from the Keeper of Public Records. For information purposes only, examples of Free to Use Data are published on the OS website.
GB Address Dataset		means any of AddressBase, AddressBase Core, AddressBase Plus, AddressBase Premium and OS NGD Address: GB Address.
Infrastructure Body		means: <ul style="list-style-type: none"> a) a body which falls within the definition of ‘utility’ in Regulation 2 of the <i>Utilities Contracts Regulations 2006</i> or Regulation 2 of the <i>Utilities Contracts (Scotland) Regulations 2006</i>; b) a body which is a provider of a ‘Public Electronic Communications Network’ as defined in the General Conditions of Entitlement set by the Office of Communications under section 45 of the <i>Communications Act 2003</i>; or c) a body which operates a buried pipe-line or pipe-line network in Great Britain where, for the purposes of this paragraph c), ‘pipe-line’ has the meaning given to it in section 65 of the <i>Pipe-lines Act 1962</i>; or d) any other entity as may be agreed by OS and Cabinet Office from time to time as being an infrastructure body, as published on the OS website.
Initial Term		means period of time from the Effective Date that is specified in Appendix 5, as part of the Licence Details, as being the initial term of this End User Licence (such period of time being either 1 year, 2 years, 3 years, 4 years or 5 years).
IPR		means intellectual property rights, including copyright, patent, trade mark, design right, database rights, trade secrets, know how, rights of confidence and all other similar rights anywhere in the world whether or not registered and including applications for registration of any of them.
Licence Details		means the following specific details of applicable to the Licensed Data:

	<ul style="list-style-type: none"> a) the area of coverage of Licensed Data; b) the Initial Term; c) the number of Terminals / Users you are licensed for; d) the method / medium of delivery of Licensed Data; e) the format of Licensed Data; and f) the Third Party and Dataset Specific Terms, <p>as set out in your VAT invoice/Receipt - supplied at time of purchase.</p>
Licence Fee	means the licence fee for Licensed Data calculated in accordance with Clause 7.
Licensed Data	means the particular OS Data that is identified in Appendix 5 as part of the Licence Details.
Licensed Use	means your permitted use of Licensed Data in accordance with Clause 5.2 as varied in respect of the Licensed Data by Appendix 5 as part of the Licence Details.
Open Identifiers	means any TOIDS, UPRNs and USRNs contained in the Licensed Data.
Open Identifiers Policy	means the policy relating to Open Identifiers set out in the OS website, as may be amended from time to time.
OS	means Ordnance Survey Limited (company number 09121572).
OS Data	means Data (including Licensed Data) which OS owns or which OS licenses from a third party (including the Crown).
Public Body	<p>means:</p> <ul style="list-style-type: none"> a) a body which falls within the definition of 'contracting authority' in Regulation 2(1) of the <i>Public Contracts Regulations 2015</i> or Regulation 2(1) of the <i>Public Contracts (Scotland) Regulations 2015</i>, excluding any Infrastructure Body; and/or b) a Council constituted pursuant to section 2 of the <i>Local Government etc. (Scotland) Act 1994</i>; and/or c) any other entity as may be agreed by us and Cabinet Office from time to time as being a public body, as published on the OS website, <p>in each case excluding the Excluded Bodies.</p>
Renewal Period	means a period of 1 year (unless we agree otherwise in writing).
Specification	means (unless otherwise specified in the Licence Details) the current specification of any Licensed Data on the date on which it is licensed to you in accordance with this End User Licence, as published by OS on its website and as may be updated from time to time by OS.
Terminal	means a laptop, PC, workstation or other equipment containing a screen on which the Licensed Data may be displayed or used, and which is internal or personal to you and/or your permitted Contractors.
Third-Party and Dataset Specific Terms	means any third-party and / or dataset specific terms set out in Appendix 5 as part of the Licence Details.
TOID	means a Topographic Identifier, a 16 digit number that uniquely identifies every Feature.
Topographic Dataset	means any of the following Licensed Data:

1:25 000 Scale Colour Raster
1:50 000 Scale Colour Raster
OS MasterMap® Highways Network
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
OS Terrain® 5
OS NGD Buildings: Building Features
OS NGD Water: Water Features
OS NGD Water: Water Network
OS NGD Land: Land Features
OS NGD Land Use: Land Use Features
OS NGD Structures: Structure Features
OS NGD Transport: RAMI
OS NGD Transport: Transport Features
OS NGD Transport: Transport Network

excluding any IPR in such Licensed Data which OS licenses from a third party.

Trade marks

means OS's trade marks (both registered and unregistered) specified in this End User Licence.

Updates

means updates, revisions and modifications to Licensed Data that we may provide (or provide access to) from time to time.

UPRN

means a Unique Property Reference Number, a unique identifier for every addressable location in Great Britain.

User

means an individual authorised by a you to use any GB Address Dataset.

USRN

means a Unique Street Reference Number, an 8 digit unique identifier for every street in Great Britain.

1.2 In this End User Licence, unless the context otherwise requires:

1.2.1 words in the singular include the plural and vice versa;

1.2.2 references to:

- a) a Clause or an Appendix are to a Clause or Appendix of these terms and conditions; and
- b) a statute or statutory provision include any amendment, extension or re-enactment of such statute or provision.