

LANDMARK DATA EXPORT LICENCE

1 DEFINITIONS

1.1 In this licence, the following terms have the following meanings:

"Annex" means an annex to these licence terms;

"Contractor" means any contractor engaged by you or tendering to provide goods or services to you in connection with the Data;

"Data" means any data or information more particularly specified in your Order;

"Data Originator" means all or any of Landmark, The Geoinformation Group Limited, Ordnance Survey, Intermap Technologies Inc., PointX Limited, the Environment Agency, the Natural Environment Research Council (British Geological Survey), Royal Mail and/or suppliers or licensors of software or data from time to time comprised in the Data;

"End User" means your employees or those of a Contractor (to the extent that you sub-licence use of Data to Contractors in accordance with the terms of this Licence);

"Infrastructure Body" means:

- (a) a body which falls within the definition of "utility" in Regulation 2 of the Utilities Contracts Regulations 2006 or Regulation 2 of the Utilities Contracts (Scotland) Regulations 2006;
- (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 Communications Act 2003; and/or
- (c) any other entity identified by Ordnance Survey from time to time as being an infrastructure body, as published on the Ordnance Survey website, currently accessible at <http://www.ordnancesurvey.co.uk>.

References to **"Landmark"** are references to Landmark Information Group Limited, of 7 Abbey Court, Eagle Way, Sowton, Exeter, EX2 7HY registered in England under no. 2892803;

"Licence Fees" the licence fees for the Data, in accordance with Landmark's published price list as amended from time to time (and as available on request or from the Website);

"Order" means the request for Data to be provided by Landmark to you;

"Ordnance Survey Data" means Data owned by Ordnance Survey or its third party licensors;

"Public Body" means:

- (a) a body which falls within the definition of "contracting authority" in Regulation 3 or the Public Contracts Regulations 2006 or Regulation 3 of the Public Contracts (Scotland) Regulations 2006, excluding any Infrastructure Body; and/or
- (b) any other entity identified by Ordnance Survey from time to time as being Public Body, as published on the Ordnance Survey website, currently accessible at <http://www.ordnancesurvey.co.uk>;

"Royal Mail" means Royal Mail Group plc and/or Royal Mail Group Limited;

"Terminal" means a laptop, PC, workstation or other equipment containing a screen on which the Data may be displayed or used, and which is internal or personal to the you and/or your permitted Contractors;

"Website" means Landmark's website, currently accessible at www.envirocheck.co.uk; and

References to **"you"**, **"your"** and **"yourself"** refer to the contracting party placing an Order with Landmark.

2 BASIS OF CONTRACT

2.1 This licence governs the relationship between you and Landmark. Where these terms are not expressly accepted by you, they will be deemed to have been accepted by you, and

you agree to be bound by these terms, when you place any Order or pay for any Data provided to you by Landmark.

2.2 This licence (including the Annexes) together with your Order, the Licence Fees and delivery details in relation to your Order and Landmark's privacy policy, which is available on the Website, constitute the entire agreement between the parties relating to the supply of Data to you by Landmark. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of Landmark which is not set out in the licence or delivery details. Nothing in this clause 2.2 shall limit or exclude any liability for fraud.

2.3 Landmark may change the terms of this licence or withdraw Data from this licence at any time. Landmark will publish any changes to its standard licence terms on its Website. If Landmark needs to change the terms of your licence or make a withdrawal of Data which affects your licence (including, for example, where such a change or withdrawal is required by Landmark's suppliers or because of a change in legislation, regulations or a decision by a competent court), Landmark will notify you of that change with such prior notice as is reasonably practicable in the circumstances. Landmark may do this by publishing details of the change or withdrawal of Data on the Website or by giving you written notice by email. If you are caused significant disadvantage by any such change to your licence or withdrawal of Data, you may terminate this licence. In the event that you terminate this licence, Landmark will refund a pro-rata portion of the Licence Fee in respect of the remaining period of the licence. You will still have to pay the Licence Fees for your right to use the Data up until the date of termination.

2.4 If any Data is withdrawn from this licence as a result of a variation under clause 2.3, save to the extent that you are permitted to retain such Data for archive purposes under clause 5.2.3, you shall within 30 days of such variation:

2.4.1 destroy (or at Landmark's option return) all such withdrawn Data, in any media, which you hold or are responsible for;

2.4.2 provide, at Landmark's request, a sworn statement by a duly authorised person that you no longer hold such Data; and

2.4.3 ensure that each End User complies with an equivalent obligation.

2.5 If there is an inconsistency between any of the provisions of this licence, the following order of precedence shall prevail:

2.5.1 the terms of the Annexes; and

2.5.2 the other terms of this licence.

3 GRANT OF LICENCE

3.1 Landmark hereby grants you a non-exclusive, non-transferable licence to use the Data in accordance with the terms of this licence for the uses set out in clause 4 and any additional or substituted uses that may apply pursuant to the Annexes.

3.2 The licence will take effect on the date that you indicate acceptance of the terms and conditions including, without limitation, by ticking the checkbox during the online ordering process or by confirming acceptance when ordering Data by telephone and, unless either party terminates the licence in accordance with these terms, shall continue for the period specified in your Order. Following the expiry of this period the licence shall automatically terminate forthwith and the provisions of clause 5.2 shall apply.

3.3 You shall take all reasonable steps to check that the details that you provide in relation to your Order are complete and correct and that the Data has been prepared for the correct location and property type. Neither Landmark nor any Data Originators shall have any liability for errors or omissions in information provided by or on behalf of you or from your failure to check that the Data relates to the correct location or property.

- 4 LICENSED USE**
- 4.1 This clause 4 is subject to the provisions of the Annexes in respect of certain third party Data.
- 4.2 During the period of this licence (and subject to the other terms and conditions of this licence) you may use the Data for the internal administration and operation of your business ("**Business Use**"). This does not entitle you to make available or to provide the Data to third parties unless otherwise expressly stated in this licence.
- 4.3 To the extent that your Order is limited to a specified number of Terminals, you shall not allow any Terminals in excess of the number you have notified to Landmark to access or have the ability to access any of the Data. You shall have in place a reasonable mechanism or process that ensures that the number of Terminals accessing the Data can be promptly identified.
- 4.4 You may sub-license Data to your Contractors solely for the purpose of the Contractor providing, or tendering to provide, you with goods or services which use falls within the licensed uses under the terms of this licence and subject to the following terms and conditions:
- 4.4.1 Prior to providing the Data to a Contractor, you shall:
- 4.4.1.1 ensure that the number of Terminals licensed under this licence is sufficient to account for your own licensed use and the additional number of Terminals required by your Contractor; or
- 4.4.1.2 extend the number of Terminals licensed under the licence to ensure compliance with clause 4.4.1.1 above.
- 4.4.2 If you provide the Contractor with Data in a digital form, you shall ensure the Contractor enters into a formal written agreement (before it has access to any Data) which contains provisions equivalent to those in and required by clauses 4 and 12.4 of the licence (which, for the avoidance of doubt shall include obligations in relation to copyright and database right acknowledgements equivalent to clause 4.6 of the licence).
- 4.4.3 Except in relation to Address Datasets (defined in Annex 6), Points of Interest Data and Land-Form PROFILE Plus Data, you may grant your Contractors the right to supply and receive copies of Data in a digital form to and from other Contractors provided that:
- 4.4.3.1 both Contractors are licensed by you for the Data being supplied and/or received;
- 4.4.3.2 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;
- 4.4.3.3 a Contractor uses copies of 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;
- 4.4.3.4 the use by a Contractor of Data supplied by another Contractor shall be governed by its agreement with you, referred to in clause 4.4.2;
- 4.4.3.5 a Contractor shall not receive any direct or indirect payment, credit or money's worth for the supply of the Data to another Contractor; and
- 4.4.3.6 a Contractor shall, prior to supplying Data to another Contractor, obtain written confirmation from you that (a) the other Contractor is licensed by you for the Data being supplied, and (b) the goods or services which each Contractor is providing, or tendering to provide to you each form part of a larger project or related series of works required by you.
- 4.4.4 If you provide that Contractor with Data in paper form (referred to in this clause 4.4.4 as "**Paper Copies**"), you shall not be required to enter into a formal written agreement with the Contractor provided that you ensure that:
- 4.4.4.1 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;
- 4.4.4.2 the Paper Copies only cover an area that is proportionate to the amount of goods or services that the Contractor is engaged to provide;
- 4.4.4.3 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;
- 4.4.4.4 the Contractor destroys or returns to you all such Paper Copies immediately upon: a) its completion of the tender or provision of goods or services referred to in clause 4.4.4.1; or b) expiry or termination of this 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;
- 4.4.4.5 neither you nor the Contractor shall receive any direct or indirect payment, credit or money's worth for the supply of Paper Copies; and
- 4.4.4.6 the Paper Copies are marked in accordance with clause 4.6 of the licence.
- 4.4.5 Your liability to Landmark or Ordnance Survey under the licence shall extend to and include acts and omissions of Contractors.
- 4.5 You shall not hold yourself out or describe yourself as the agent of Landmark or any of the Data Originators.
- 4.6 You shall ensure that acknowledgements of copyright and database right ownership are included in a conspicuous position in all copies of the Data. You may not delete any Data Originator's intellectual property protection notices (including without limitation copyright notices or trade marks) from the Data.
- 4.7 You shall use your best endeavours to use adequate technological and security measures, including measures Landmark or the Data Originators may reasonably recommend from time to time, to ensure that all Data which you hold or are responsible for is secure from unauthorised use or access.
- 4.8 The Data shall only be used strictly in accordance with this licence and not for any other purpose; nor shall any use of the Data be made that would or might be deemed to be disparaging to the Data Originators or any of them. You shall not be entitled to resell or rent any Data or otherwise any supply products incorporating such Data for commercial sale or rental.
- 4.9 You shall not reverse engineer, separate or otherwise tamper with the Data so that Data can be extracted and used for any purpose outside the scope of this licence.
- 4.10 You agree that the licensed use of Data pursuant to this licence always excludes its use by any of your subsidiaries, holding companies or subsidiaries of such holding companies (as such terms are defined in section 1159 of the Companies Act 2006) or by any government entity associated with you (in each case as applicable). You agree, and shall procure, that any such company or entity shall enter into a separate licence with Landmark.

- 4.11 The further restrictions as set out in the Annexes hereto shall apply to your use of the Data and the use of the Data by End Users. Any failure to comply with these conditions shall entitle Landmark to terminate the licence immediately, without further notice to you, and no refunds shall be paid of any Licence Fee.
- 4.12 All other uses of the Data are prohibited. If you wish to use the Data in a manner which is not authorised by the licence, then you must contact Landmark to seek the necessary consents or licenses (which may include further licenses from the Data Originators), for which there may be additional fees.
- 4.13 You shall be entitled to sub-license the Data to End Users for the purpose of permitting those End Users to use the Data, provided that you ensure that all such End Users comply with the applicable provisions of this licence. You are responsible for the acts and omissions of End Users. You undertake to supervise and control all use of the Data and to ensure that End Users who use the Data are notified of the terms of this licence prior to using the same, and agree to comply with the terms as if they were the contracting party. You shall indemnify Landmark or the Data Originators against all liabilities, damages, penalties, costs, expenses (including legal expenses on an indemnity basis) or other loss suffered or incurred by Landmark and/or Data Originators in relation any breach or alleged breach of the obligations under this licence by you or anyone given access to the Data by you or on your behalf.
- 4.14 You acknowledge and agree that all intellectual property rights in the Data are and shall continue to be owned by Landmark or the other Data Originators and nothing in this licence shall transfer, assign or grant any rights to you (save for the licence as set out above).
- 4.15 Subject to use of the Data in accordance with this licence, you acknowledge and agree that you shall, and shall procure that any party to whom you provide access to the Data shall, treat as strictly private and confidential the Data and all information which they obtain from the Data. You agree to indemnify Landmark against all liabilities, damages, penalties, costs, expenses (including legal expenses on an indemnity basis) or other loss suffered or incurred by Landmark in relation to any breach or alleged breach of this clause 4.15.
- 4.16 You agree to notify Landmark as soon as you suspect any infringement of Landmark's or any Data Originator's intellectual property and you agree to give Landmark all reasonably required assistance in pursuing any potential infringement.

5 TERMINATION

- 5.1 At any time, whether during the licence period or otherwise Landmark may terminate this licence with immediate effect by giving you written notice:
- 5.1.1 if you are in breach of this licence and, if such breach is capable of remedy, you fail to remedy the breach within 30 days of written notice from Landmark specifying the breach and requiring it to be remedied; or
- 5.1.2 if you have a receiver or administrative receiver or administrator appointed over you or any part of your undertaking or assets or shall pass a resolution for winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or if a court of competent jurisdiction shall make an order to that effect or if you become subject to an administration order or enter into a voluntary arrangement with your creditors or shall cease or threaten to cease to carry on business or if you are presented with a bankruptcy petition.
- 5.2 In the event of the termination or expiry of this licence:
- 5.2.1 you shall, subject to clause 5.2.3, immediately cease to use the Data;
- 5.2.2 you shall, subject to clause 5.2.3, within 30 days of such termination or expiry, destroy all Data in any media which you hold or for which you are responsible and provide, at Landmark's request, a sworn statement by a duly authorised person that you no longer hold

such Data;

- 5.2.3 except in the event of termination by Landmark under clause 5.1 (and subject to paragraphs 3.4.2, 4.3.6, 6.3 and 7.4 of Annex 5), you may retain the Data in an archive following expiry of this licence for the sole purpose of addressing a complaint or challenge from a regulator or other third party regarding your use of such Data during the term of this licence. Your rights are on condition that: (a) they do not apply to Data that include third party intellectual property rights other than Ordnance Survey Data to the extent that the intellectual property rights in such Data are owned by Ordnance Survey; (b) you shall not disclose Data retained under this clause 5.2.3 to any regulator or other third party except strictly to the extent necessary for the relevant purpose and in paper or read-only electronic format only; (c) you must store such Data separately from any other Data which you hold; and (d) subject to clause 7.1, Landmark shall have no liability for your use of it following termination or expiry of the licence; and
- 5.2.4 the parties shall have no further obligations or rights under this licence, without prejudice to those which have accrued to either party prior to termination or expiry save that clauses 1, 4.5 to 4.9 (inclusive), 4.14, 4.15, 4.16, this clause 5.2, clauses 5.3, 5.4, 6.2, 7, 8, 10, 11 and 12 together with those other clauses the survival of which is necessary for the interpretation or enforcement of this licence or which by their nature can be reasonably interpreted as surviving the expiry or termination of this licence, shall continue to have effect after such expiry or termination.

- 5.3 The Data Originators may wish to verify that you have complied with your obligations under clause 5.2. You agree to give the Data Originators during the period of 90 days following expiry or termination of this licence full and free access to such premises and equipment over which you have custody, ownership, power or control during normal business hours so as to enable any Data Originator to verify compliance with clause 5.2. If the Data Originator discovers that you have not complied with your obligations under clause 5.2, the Data Originator shall be entitled to charge you a corresponding proportion of the then current annual Licence Fee.

- 5.4 For the avoidance of doubt, any Data Originator shall be entitled to enforce any term of this licence at any time during the term or following termination as if it were a party to this licence.

6 PAYMENTS

- 6.1 You shall pay the Licence Fees for the Data in advance to Landmark. Landmark shall not be required to notify you in advance of any amendment to the Licence Fee and the placing of any further order for Data shall be deemed acceptance of any revisions to the Licence Fee. VAT shall be due in addition to any Licence Fee.
- 6.2 If you fail to pay by the due date any amount payable by you under this licence, Landmark shall be entitled, but not obliged to, charge you interest on the overdue amount, payable by you immediately on demand, accruing from the due date up to the date of actual payment, after as well as before judgment, at the rate set out in the Late Payment of Commercial Debts (Interest) Act 1998 from time to time and fixed sum compensation under the Late Payment of Commercial Debts Regulations 2002. Such interest shall accrue on a daily basis.

7 LIABILITY

- 7.1 Nothing in this licence excludes or limits either party's liability for death or personal injury caused by that party's negligence or wilful default and the remainder of this clause 7 is subject to this provision.
- 7.2 Landmark shall use all reasonable skill and care in providing the Data to you, however, it is provided on the express basis that the Data is derived from third party sources and Landmark does not warrant the accuracy or completeness of any

information or Data provided. Such Data is provided specifically from the sources as described by Landmark and Landmark does not claim that these represent an exhaustive or comprehensive list of all sources that might be consulted.

- 7.3 If you become aware of any defect in the Data you shall notify Landmark within seven days of the delivery date. If Landmark is satisfied that there is a defect in the Data, it shall remedy that defect by updating the Data in accordance with its normal production schedule, or by notifying the Data Originators accordingly. Save for your rights under clause 7.2, this will be your sole remedy and Landmark's sole liability for such defects.
- 7.4 As most of the Data is provided to Landmark by others, Landmark cannot control its accuracy or completeness nor is it within the scope of Landmark's services to check the information on the ground, accordingly Landmark shall only be liable for loss or damage caused by its breach of clauses 7.2 or 7.3 or by its negligence or wilful default and, save as set out in clause 7.1, Landmark shall not in any other circumstances be liable for any inaccuracies, omissions or faults nor shall Landmark have any liability if the Data is used otherwise that strictly in accordance with this licence.
- 7.5 Save as set out in clause 7.1, Landmark shall not be liable in contract, tort (including negligence) or for breach of statutory duty or in any other way for:
- 7.5.1 any indirect or consequential losses;
- 7.5.2 loss arising from or in connection with loss of revenues, profits, contracts or business or failure to realise anticipated savings; or
- 7.5.3 loss of goodwill or reputation.
- 7.6 Save as set out in clause 7.1, Landmark's total liability in contract or tort (including negligence) or for breach of statutory duty shall not exceed an aggregate amount of £500,000.
- 7.7 Save in respect of defects in Data in respect of which the time limit in clause 7.3 shall apply, Landmark shall not be liable for any other claim that is not notified within 12 months of the date of the issue becoming apparent.
- 7.8 You shall have no claim or recourse against any Data Originator (other than Landmark).
- 7.9 Landmark does not warrant that the supply of Data will be uninterrupted or error free or provide any particular facilities or functions or that the Data will always be complete, accurate, precise, free from defects, software viruses, be free of error from computer malfunction, inaccurate processing or corruption of Data whilst geo-coding, processing by computer or electronic means or in the course of transmission or similar although Landmark will use reasonable endeavours to correct any such issues within a reasonable period of them becoming known (which may be limited to notifying the relevant Data Originator). Time shall not be of the essence in providing the Data.
- 7.10 It is your responsibility to ensure that the Data ordered is suitable for the intended purpose. You shall not hold Landmark responsible for your selection or retention of Data.
- 7.11 Unless expressly stated in this licence, all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are excluded from this licence.
- 7.12 Where any provision of this licence requires you to be appropriately authorised by the Data Originators, it shall be your sole responsibility to obtain such licences or consents, and you shall indemnify Landmark against all liabilities, damages, penalties, costs, expenses (including legal expenses on an indemnity basis) or other loss suffered or incurred by Landmark in relation to any failure to do so, or any liability incurred by Landmark as a result of you failing to observe such requirements or obtain the appropriate authorisations.

8 OBSERVANCE OF CONDITIONS

- 8.1 The Data Originators shall be entitled through an authorised representative on giving reasonable notice to you to enter your

premises during normal business hours to check that you are observing the terms of this licence and carry out any appropriate audit and you hereby authorise entry to your premises by an authorised representative of any Data Originator for the purposes of this clause. Landmark shall be entitled to provide your details to any Data Originator on request and any such Data Originator shall be entitled on reasonable notice and during normal business hours to contact you to ascertain compliance with the obligations of this licence.

9 ASSIGNMENT

- 9.1 Landmark shall be entitled to assign or transfer this licence as it shall think fit.
- 9.2 The licence granted to you is personal to you. You shall not assign, transfer, sub-licence or otherwise deal with any of your rights and obligations under this licence without the prior written consent of Landmark.

10 EVENTS BEYOND LANDMARK'S CONTROL

- 10.1 Neither party to this licence shall be liable for any delay or failure to perform their obligations caused by any circumstance beyond their control, and such party shall be entitled to a reasonable extension of time for the performance of such obligation.

11 DISPUTE RESOLUTION

- 11.1 If any dispute arises out of or in connection with these licence terms or their validity ("**Dispute**") the parties undertake, subject to clause 11.2, that prior to commencement of court proceedings they will negotiate in good faith to settle such Dispute by mediation in accordance with the Centre for Effective Dispute Resolution Model Mediation Procedure as in force from time to time, which Procedure is deemed to be incorporated by reference into this clause. Unless otherwise agreed between the parties, the mediator will be nominated by Centre for Effective Dispute Resolution. To initiate the mediation a party shall give notice in writing to the other party to the dispute requesting a mediation. The mediation will start not later than 21 days after the date of service of such notice. If the Dispute has not been resolved to the mutual satisfaction of the parties within 60 days (or such other period as they shall agree) after the date of service of such notice then either party may refer the Dispute to the courts in accordance with clause 12.5.

- 11.2 Clause 11.1 shall be without prejudice to the rights of termination stated in clauses 2.3, 4.11 and 5.1 and in addition shall not prevent Landmark from:

- 11.2.1 applying for injunctive relief in the case of:

11.2.1.1 breach or threatened breach of confidentiality;

11.2.1.2 infringement or threatened infringement of Landmark's or the Data Originators' intellectual property rights; or

- 11.2.2 pursuing a debt claim for the payment of the Licence Fees.

12 GENERAL

- 12.1 If any provision of this licence is found by either a court or other competent authority to be void, invalid, illegal, or unenforceable, that provision shall be deemed to be deleted from this licence and never to have formed part of the licence and the remaining provisions shall continue in full force and effect.
- 12.2 No delay, failure or omission on Landmark's, or any Data Originator's, part in enforcing, exercising or pursuing any right, power, privilege, claim or remedy conferred by or arising under this licence or by law shall be deemed to be or construed as a waiver of that or any other right, power, privilege, claim or remedy, nor shall any single or partial exercise of any such right, power, privilege, claim or remedy preclude the exercise of that or any other right, power, privilege, claim or remedy.
- 12.3 Landmark's privacy policy as displayed on its Website and updated from time to time governs the use that it shall make of any information provided by you or an End User.

- 12.4 A person who is not a party to any contract made pursuant to these terms shall have no right under the Contract (Rights of Third Parties) Act 1999 to enforce any terms of such contract and Landmark shall not be liable to any such third party in respect of the Products, save that any Data Originator may enforce any of these terms and conditions against you in accordance with the Contracts (Rights of Third Parties) Act 1999. Notwithstanding any other provisions of this licence, Landmark may rescind or vary this licence in accordance with its terms without the consent of the Data Originators and accordingly section 2(1) of the Contracts (Rights of Third Parties) Act 1999 shall not apply.
- 12.5 This licence and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and, subject to clause 11.1, each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales.

ANNEXES

ANNEX 1: ORDNANCE SURVEY DATA AND LIMITED EXTERNAL USE

1 LIMITED EXTERNAL USE

- 1.1 Subject to paragraph 1.2 of this Annex 1, you may use Ordnance Survey Data for the following limited external purposes ("**Limited External Use**"):
- 1.1.1 to promote your own business by generating a map which demonstrates one or more of the following:
- 1.1.1.1 the location of the premises and static assets which you own, lease or manage;
- 1.1.1.2 the location of a bespoke event organised by you up to and for the duration of the event;
- 1.1.1.3 directions or routes (which are not specific to any particular customer or third party) to the premises or static assets referred to in paragraph 1.1.1.1 above; and/or
- 1.1.1.4 the scope of your area of operation;
- 1.1.2 to report on your own business by including a map in:
- 1.1.2.1 an annual report on your business affairs 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
- 1.1.2.2 a report to be submitted to a regulatory body to which you are subject in order to meet the regulatory body's requirements; and/or
- 1.1.2.3 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.
- 1.2 Your use of the Ordnance Survey Data for Limited External Use under paragraph 1.1 of this Annex 1 is subject to the following conditions:
- 1.2.1 any map generated in accordance with paragraph 1.1 of this Annex 1 shall not comprise:
- 1.2.1.1 a service or product in itself; or
- 1.2.1.2 a significant part of any product or service offered by you; or
- 1.2.1.3 a service or product provided on behalf of a third party;
- 1.2.2 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 the Ordnance Survey Data from the map;
- 1.2.3 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;
- 1.2.4 you shall display additional information on or with the map, which information facilitates the purposes in paragraph 1.1 of this Annex 1;
- 1.2.5 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 1.1.1 of this Annex 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 Ordnance Survey Data and/or Ordnance Survey;
- 1.2.6 you must comply with clause 4.5 and clause 4.6 of the licence.

ANNEX 2: ORDNANCE SURVEY DATA AND INFRASTRUCTURE BODIES

1 LICENSED USE BY INFRASTRUCTURE BODIES

- 1.1 If you are an Infrastructure Body, you are permitted to use Ordnance Survey Data for:
- 1.1.1 your Business Use as set out in clause 4.2 of the licence;
- 1.1.2 Limited External Use;
- 1.1.3 Statutory Use (defined in paragraph 1.2 of this Annex 2); and
- 1.1.4 Public and Infrastructure Data Sharing (defined in paragraph 1.1 of Annex 4 below).
- 1.2 "**Statutory Use**" means, subject to paragraph 1.3, the use of Ordnance Survey Data solely to satisfy an express written obligation imposed by a formal written enactment of a legislative authority that governs the United Kingdom or Great Britain and Northern Ireland, Scotland, Wales, and/or Northern Ireland to which you are subject which requires the use of the Ordnance Survey Data to meet that obligation but only to the extent required by that obligation (a "**Relevant Enactment**").
- 1.3 Statutory Use is subject to the following conditions:
- 1.3.1 the obligations in paragraphs 1.2.2, 1.2.3, 1.2.4 and 1.2.6 of Annex 1 shall apply;
- 1.3.2 you shall maintain a written record of your Statutory Use and upon Landmark's or Ordnance Survey's written request shall provide a copy of that record to Landmark and/or Ordnance Survey; and
- 1.3.3 you shall not receive any direct or indirect payment, credit or money's worth for the Statutory Use other than any charge which you are entitled to impose in accordance with the Relevant Enactment.

ANNEX 3: ORDNANCE SURVEY DATA AND PUBLIC BODIES

1 DEFINITIONS

- 1.1 In this Annex 3, the following terms shall have the following meanings:
- "**Commercial Activity**" means any activity which involves or is intended to involve Financial Gain;
- "**Competing Activity**" means you are using Ordnance Survey Data under this licence in an activity which:
- (a) competes with an activity of a third party that is licensed for such Ordnance Survey Data;
- (b) is reasonably likely to compete with an activity of a third party that is licensed or to be licensed for such Ordnance Survey Data; or
- (c) competes with or substitutes or is reasonably likely to compete with or substitute any of Ordnance Survey's products and/or services.
- "**Core Business**" means any public sector activity in central and local government and health services, excluding Commercial Activities and/or Competing Activities.
- "**End User Licence**" means the Public Sector End User Licence Agreement available on Ordnance Survey's website, currently accessible at <http://www.ordnancesurvey.co.uk> (the term of which shall not exceed the term of this licence for Data);
- "**End User Purpose**" means a specific project or activity required to deliver or support the delivery of Core Business by you and that has been specified in and which is permitted by the End User Licence;
- "**Financial Gain**" means any revenue or credit received

which exceeds your incremental costs of supplying or making available to a recipient any copy of any Ordnance Survey Data. Financial gain does not include any receipts from Statutory Charges;

"Statutory Charge" means charges which you are expressly permitted to charge pursuant to 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.

1.2 For the avoidance of doubt, references to Ordnance Survey Data in paragraphs 2 and 3 of this Annex 3 shall include Data created using Ordnance Survey Data, to the extent that the Data created incorporates intellectual property rights owned by Ordnance Survey or delegated to Ordnance Survey by the Controller of Her Majesty's Stationery Office, provided that this paragraph is subject to paragraph 1.3 of this Annex 3.

1.3 Where paragraphs 2.3 and 4.1.2 of this Annex 3 refer to Ordnance Survey Data, such reference is limited to Data created using Ordnance Survey Data to the extent that the Data created incorporates intellectual property rights owned by Ordnance Survey or delegated to Ordnance Survey by the Controller of Her Majesty's Stationery Office.

2 LICENSED USE BY PUBLIC BODIES

2.1 If you are a Public Body, you are permitted to use Ordnance Survey Data for:

2.1.1 Business Use, but not Limited External Use; and

2.1.2 Public Sector Use (defined below).

2.2 **"Public Sector Use"** means the use of Ordnance Survey Data to support delivery of or to deliver your Core Business, subject to paragraph 2.3 of this Annex 3.

2.3 Public Sector Use does not entitle you to make available or to provide Ordnance Survey Data to third parties, save as follows:

2.3.1 in accordance with the Public Sector Data Sharing provisions in Annex 4;

2.3.2 in accordance with the End User Licensing provisions in paragraph 3 of this Annex 3; and

2.3.3 where you make Ordnance Survey Data (specifically excluding Royal Mail Data (defined in Annex 6)) available for public viewing (whether by way of the internet or otherwise), in either hard copy form and/or as a raster file, or as a copy protected vector file, where such display forms part of your Core Business and you comply with the obligations in paragraph 4 of this Annex 3.

3 END USER LICENSING

3.1 End User Licensing is the supply by you of copies of Ordnance Survey Data (specifically excluding Royal Mail Data (defined in Annex 6)) to an End User which has entered into and adheres to the terms of an End User Licence for the End User Purpose.

3.2 Prior to providing any Ordnance Survey Data to an End User, you shall:

3.2.1 ensure that the number of Terminals licensed under this licence is sufficient to account for your own licensed use and the additional number of Terminals required by your End Users; or

3.2.2 extend the number of Terminals licensed under the this licence to ensure compliance with paragraph 3.2.1 of this Annex 3.

3.3 In making Ordnance Survey Data available under this paragraph 3, you agree to comply with paragraph 4.1.2.4 of Annex 3.

4 CUSTOMER OBLIGATIONS

4.1 In addition to the other obligations set out in this licence and this Annex 3, you shall ensure that:

4.1.1 for the avoidance of doubt, copyright, database right and trade mark acknowledgements (in accordance with clause 4.6 of the licence) are included on the Ordnance Survey Data and on any copies that you or the End User produces;

4.1.2 Where you made Ordnance Survey Data publicly available in accordance with paragraph 2.3.3 above:

4.1.2.1 in relation to Ordnance Survey Data made available as a raster file or a copy protected vector file only, you shall, subject to paragraph 4.1.2.3 below, ensure that the following licence conditions are accepted by the viewer before it views the Ordnance Survey Data;

(a) Ordnance Survey Data is made available solely for viewing;

(b) the licence granted to the viewer shall grant no rights greater than a non-exclusive, royalty free, revocable licence to view Ordnance Survey Data for non-commercial purposes for the period during which you make it available;

(c) the viewer shall not be permitted to and shall not copy, sub-license, distribute, sell or otherwise make available Ordnance Survey Data to third parties in any form; and

(d) third party rights to enforce the terms of the licence shall be reserved to Ordnance Survey;

4.1.2.2 in relation to Ordnance Survey Data made available in hard copy form (save where hard copies are displayed for members of the public to view but not to take away (for example, on a public display board)), you shall, subject to paragraph 4.1.2.3 below, ensure that the following licence condition is accepted by the viewer, prior to or at the same time as it views the Ordnance Survey Data;

"the viewer shall not be permitted to copy, sub-license, distribute or sell Ordnance Survey Data to third parties in any form";

4.1.2.3 in relation to your obligation to ensure that the licence conditions in paragraphs 4.1.2.1 and 4.1.2.2 above are accepted by the viewer, you shall be deemed to have complied with such obligation where either:

(a) in respect of Ordnance Survey Data made available in hard copy form pursuant to paragraph 4.1.2.2 above, the condition set out in paragraph 4.1.2.2 is set out in legible font and in a conspicuous position on the hard copy; or

(b) in respect of Ordnance Survey Data made available as a raster file or a copy protected vector file pursuant to paragraph 4.1.2.1 above, the phrase: *"Use of this data is subject to terms and conditions"* is set out (in legible font and in a conspicuous position) on the electronic copy of each mapping image presented on screen, and such phrase provides a clear hyperlink to a copy of the conditions set out in paragraph 4.1.2.1 above; and

4.1.2.4 a background watermark to identify the source of the Ordnance Survey Data is

included on any electronic copies (including publication on the internet) of Ordnance Survey Data at map scales of 1: 10 000 or larger scale. The watermark must appear at least one and cover at least 10% of the map image reproduced.

5 COMPETING ACTIVITIES AND COMMERCIAL ACTIVITIES

- 5.1 Nothing in this Annex 3 permits you or any person to use Ordnance Survey Data for any Commercial Activities or Competing Activities.
- 5.2 Where Ordnance Survey reasonably consider that your proposed or current use of the Ordnance Survey Data is or is likely to be a Competing Activity or Commercial activity, Ordnance Survey may take such steps as they reasonably consider are necessary in relation to the Competing Activity or Commercial Activity. Such steps may include the action set out in paragraph 5.3 below and/or suspending the licence granted under this licence to the minimum extent necessary to prevent the Competing Activity or Commercial Activity. Where there is any dispute as to the existence of a Competing Activity, the decision of the Director General of Ordnance Survey as to the existence of a Competing Activity shall be final and conclusive.
- 5.3 Where your use of Ordnance Survey Data is or is likely to constitute a Competing Activity or a Commercial Activity you shall either:
- 5.3.1 enter into a separate appropriate licence or sub-licence; or
- 5.3.2 amend your planned or current use of the relevant Ordnance Survey Data so as to resolve the problem identified to Ordnance Survey's reasonable satisfaction.
- 5.4 You shall indemnify Landmark and Ordnance Survey against all liabilities, damages, penalties, costs, expenses (including legal expenses on an indemnity basis) or other loss suffered or incurred by Landmark and/or Ordnance Survey in relation to any breach or alleged breach by Landmark and/or Ordnance Survey of competition law to the extent such loss results from your breach of paragraph 5. Nothing in this licence shall limit or exclude your liability to Landmark or Ordnance Survey under this indemnity.

ANNEX 4: ORDNANCE SURVEY DATA AND PUBLIC AND INFRASTRUCTURE DATA SHARING AND PUBLIC SECTOR DATA SHARING

1 DEFINITIONS

- 1.1 In this Annex 4, the following terms shall have the following meanings:

"Public and Infrastructure Data Sharing" means the supply to an Infrastructure Body or Public Body and receipt from an Infrastructure Body of copies of Ordnance Survey Data, in each case by an Infrastructure Body;

"Public Sector Data Sharing" means the supply to any third party (including Infrastructure Bodies and Public Bodies) and receipt from Infrastructure Bodies of copies of any Ordnance Survey Data, in each case by a Public Sector Body;

"Sharing Party" means:

- (i) the Public Body or Infrastructure Body (as applicable) supplying Ordnance Survey Data to you or to whom Ordnance Survey Data is supplied by you, pursuant to Public and Infrastructure Data Sharing; and
- (ii) the third party to whom Ordnance Survey Data is supplied by you or the Infrastructure Body from whom Ordnance Survey Data is received by you, in each case by the Public Body pursuant to Public Sector Data Sharing.

2 INFRASTRUCTURE BODIES AND PUBLIC BODIES

- 2.1 Where you are either: (i) an Infrastructure Body supplying or receiving Ordnance Survey Data pursuant to Public and Infrastructure Data Sharing; or (ii) a Public Body supplying or receiving Ordnance Survey Data pursuant to Public Sector

Data Sharing, such sharing is subject to the conditions set out in this paragraph 2.1:

- 2.1.1 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 Ordnance Survey Data being supplied and/or received.
- 2.1.2 You shall obtain written confirmation from the Sharing Party to whom you are supplying Ordnance Survey Data that the Sharing Party is licensed for Business Use or Public Sector Use, for the same area of coverage of the same Ordnance Survey Data being supplied.
- 2.1.3 The use of Ordnance Survey Data received by you from an Infrastructure Body shall be governed by this licence for such Ordnance Survey Data.
- 2.1.4 You shall maintain a written record of:
- 2.1.4.1 the names and addresses of Sharing Parties from whom you have received or to whom you have supplied Ordnance Survey Data;
- 2.1.4.2 the Ordnance Survey Data which was received by you from and/or supplied by you to the Sharing Parties; and
- 2.1.4.3 when the Ordnance Survey Data was received by you from, and/or supplied by you to, the Sharing Parties,
- and upon Landmark's or Ordnance Survey's written request you shall provide a copy of that written record to Ordnance Survey.
- 2.1.5 You shall not receive any direct or indirect payment, credit or money's worth for the supply of Ordnance Survey Data to a Sharing Party.
- 2.1.6 Ordnance Survey shall have no liability to you or the Sharing Party in respect of the Ordnance Survey Data received from and/or supplied to a Sharing Party.
- 2.1.7 For the avoidance of doubt, you shall comply with clause 4.6 of the licence.

3 RECEIVING ORDNANCE SURVEY DATA FROM PUBLIC BODIES

- 3.1 Where you receive any Ordnance Survey Data (which, for the avoidance of doubt includes any of Ordnance Survey's intellectual property rights in any Data created using Ordnance Survey Data) from Public Bodies you may use such Ordnance Survey Data provided that:
- 3.1.1 you and the Public Body are licensed for the same area of coverage of the same Ordnance Survey Data being supplied by the Public Body;
- 3.1.2 the licence to use such Ordnance Survey Data shall be as set out in and subject to the terms of this licence;
- 3.1.3 you shall maintain a written record of:
- 3.1.3.1 the names and addresses of Public Bodies from which you have received Ordnance Survey Data;
- 3.1.3.2 the Ordnance Survey Data which was received you from the Public Body;
- 3.1.4 you shall:
- 3.1.4.1 retain the written records referred to in paragraph 3.1.3 of this Annex 4 for such time as you continue to use such Ordnance Survey Data;
- 3.1.4.2 provide Landmark and/or Ordnance Survey with a copy of such Ordnance Survey Data and the written record maintained by you in accordance with paragraph 3.1.3 of this

Annex 4 upon written request being made by Landmark and/or Ordnance Survey; and

3.1.5 you acknowledge and agree that Ordnance Survey shall have the right to directly enforce paragraphs 3.1.3 and 3.1.4 of this Annex 4.

3.2 Ordnance Survey shall have no obligation or liability to you in respect of the Ordnance Survey Data received by you from a Public Body and, for the avoidance of doubt, save where expressly permitted under the terms of this licence, this licence does not entitle you to receive and/or use Ordnance Survey Data from any other third party.

ANNEX 5: DATASET-SPECIFIC TERMS

1 OS MASTERMAP

1.1 The following Ordnance Survey Data is no longer supplied or maintained by Ordnance Survey:

1.1.1 Ordnance Survey Data known as Land-Line® and Land-Line® Plus; and

1.1.2 OSCAR Traffic Manager® and OSCAR Asset Manager®,

(together the "**Historic MasterMap Data**").

1.2 Where any Ordnance Survey Data includes Historic MasterMap Data, the terms in this paragraph 1 apply in addition to the other terms of this licence. Where there is any conflict between the terms of this paragraph 1 and any other terms of the licence, this paragraph 1 shall take precedence.

1.3 Your right to use the Historic MasterMap Data shall be limited to your existing holdings of Historic MasterMap Data and shall not exceed the area covered by your licence for the OS MasterMap Topography Layer in respect of Land-Line® and Land-Line® Plus and the OS MasterMap Transport Network Layer in respect of OSCAR Traffic Manager® and OSCAR Asset Manager®.

1.4 Neither Landmark nor Ordnance Survey grant any warranty in respect of the Historic MasterMap Data and, accordingly, neither Landmark nor Ordnance Survey shall have any liability for any loss or damage which you may suffer as a result of any use, loss, deletion or destruction of Historic MasterMap Data or as a result of Landmark and/or Ordnance Survey not supplying or updating Historic MasterMap Data.

2 CODE-POINT WITH POLYGONS

2.1 Where any Ordnance Survey Data includes Code-Point with polygons, the terms in this paragraph 2 apply in addition to the other terms of this licence. Where there is any conflict between the terms of this paragraph 2 and any other terms of the licence, this paragraph 2 shall take precedence.

2.2 You must not copy, extract, create, aggregate or compile Postcode Areas, Postcode Districts, Postcode Sectors or alternatives or substitutes for any of them from Code-Point with polygons data.

2.3 In this paragraph 2:

2.3.1 "**Postcode**" means the single alphanumeric code owned and developed by Royal Mail Group plc and allocated by Royal Mail Group plc to identify an address or number of addresses (for example SO16 0AS);

2.3.2 "**Postcode Area**" means the area uniquely identified by the outward part of the Postcode comprising the first alphabetic character or first two alphabetic characters (for example, SO, from SO16 0AS);

2.3.3 "**Postcode District**" means a sub-area of a Postcode Area, identified by the Postcode Area together with the numeric, alphabetic or alphanumeric part immediately following the Postcode Area, in the outward part of the Postcode (for example, SO16 from SO16 0AS); and

2.3.4 "**Postcode Sector**" means a sub-area of a Postcode District, identified by the Postcode District together with the number third from the end of a full Postcode (for

example, SO16 0, from SO16 0AS).

3 LAND-FORM PROFILE PLUS

3.1 Where the Ordnance Survey Data includes Land-Form PROFILE Plus, the terms of this paragraph 3 apply in addition to the other terms of this licence. Where there is any conflict between the terms of this paragraph 3 and any other terms of the licence, this paragraph 3 shall take precedence.

3.2 Annex 1 of this licence shall not apply to your use of Land-Form PROFILE Plus and clause 4, Annexes 2, 3 and 4 of this licence apply subject to this Annex 5. Landmark licences Land-Form PROFILE Plus on the terms of paragraphs 3.5 or 3.7 of this Annex 5 depending on whether or not you are a Public Body or an Infrastructure Body.

3.3 In addition to the copyright notice required by clause 4.6 of this licence, you shall ensure that any light detection and ranging data ("**LiDAR Data**") in Land-Form PROFILE Plus is described as being from the Environment Agency by including the following acknowledgement in a conspicuous position in all copies of Land-Form PROFILE Plus:

"Land-Form PROFILE Plus contains LiDAR data provided by the Environment Agency".

3.4 You are not permitted to:

3.4.1 license Land-Form PROFILE Plus Data to Contractors in digital form or as paper copies and clauses 4.4.3 and 4.4.4 of the licence shall not apply to Land-Form PROFILE Plus; and

3.4.2 retain copies of Land-Form PROFILE Plus Data for archive purposes in accordance with clause 5.2.3.

3.5 Where you are not an Infrastructure Body or a Public Body, Landmark hereby grant you a non-exclusive, non-transferable licence for the duration of your licence to use to Land-Form PROFILE Plus for the following uses only:

3.5.1 your Business Use as set out in clause 4.2 of the licence; and

3.5.2 the right, subject to paragraph 3.6 of this Annex 5, to generate a map:

3.5.2.1 to include in an annual report on the affairs of your business or for accounting purposes, in each case produced to comply with a statutory obligation (including, without limitation, section 415 of the Companies Act 2006); and/or

3.5.2.2 to include in a report to be submitted to a regulatory body to which you are subject, in order to meet that regulatory body's requirements.

3.6 Your use of Land-Form PROFILE Plus pursuant to paragraph 3.5.2 of this Annex 5 shall be subject to the following conditions:

3.6.1 any map generated in accordance with paragraph 3.5.2 shall be for the sole purpose of reporting on your own business;

3.6.2 the map shall be in a raster format and you shall use your reasonable endeavours to prevent third parties from extracting Land-Form PROFILE Plus from the map;

3.6.3 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;

3.6.4 the map shall not be capable of being edited by third parties;

3.6.5 you shall display additional information on or with the map, which information facilitates the purposes in paragraph 3.5.2;

3.6.6 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;

3.6.7 you must comply with clauses 4.5 and 4.6 of the licence.

3.7 Where you are an Infrastructure Body or a Public Body, Landmark hereby grant you a non-exclusive, non-transferable licence for the duration of your licence to use Land-Form PROFILE Plus for the following uses only:

3.7.1 your Business Use as set out in clause 4.2 of the licence;

3.7.2 Limited External Use as set out in paragraph 1 of Annex 1; and

3.7.3 Public and Infrastructure Data Sharing in accordance with Annex 3.

4 POINTS OF INTEREST DATA

4.1 Where the Data includes Points of Interest Data, the terms of this paragraph 4 apply in addition to the other terms of this licence. Where there is any conflict between the terms of this paragraph 4 and any other terms of the licence, this paragraph 4 shall take precedence.

4.2 Subject to paragraph 4.3 of this Annex 1, you may use Points of Interest for your Business Use and for the Limited External Use but only as set out in paragraph 1.1.1 of Annex 1. You may license Contractors to use the Points of Interest Data in accordance with clause 4.4 of the licence.

4.3 You shall not:

4.3.1 use or display, nor permit the use or display of Points of Interest Data on the Internet;

4.3.2 use or permit the use of Points of Interest Data for direct marketing (that is 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) although this does not preclude the use of such Data for geographic analysis;

4.3.3 use or 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" (that is name, address and telephone number data) listings or to provide or enable the provision of a telephone directory enquiry service to the general public;

4.3.4 use nor permit the use of Points of Interest Data for geocoding or correcting any gazetteer or address list or cleaning such Data;

4.3.5 bulk match a significant proportion in terms of quantity (which means greater than 250,000 records) or quality of Points of Interest Data against any database containing telephone number data;

4.3.6 retain copies of Points of Interest Data for archive purposes in accordance with clause 5.2.3 of the licence.

5 UKMAP

5.1 Landmark hereby grant you a non-exclusive, non-transferable licence for the duration of your licence to use UKMap for your Business Use as set out in clause 4.2 of the licence.

5.2 You shall not be permitted to use or republish Data comprising UKMap on websites available to the public but you may use such Data on intranets provided that such use is in accordance with paragraph 5.1 of this Annex 5.

5.3 Neither we nor The Geoinformation Group Limited will seek ownership of any data that you create by reference to (but not extracted from) UKMap provided that such data does not recreate, copy or replace in any way the UKMap products and provided that such data is not used for commercial gain.

6 NEXTMAP

6.1 Landmark hereby grant you a non-exclusive, non-transferable licence for the duration of your licence to use NEXTMAP® Britain components of the Data for the following uses only:

6.1.1 your Business Use as set out in clause 4.2 of the licence;

6.1.2 in reports and submissions by you to any person for whom you act in a professional capacity in respect of any of the sites that are the subject of the Data; and

6.1.3 for publishing for display and promotion purposes, which means where the Data is published as a background to display information specific to your activities, or is published to promote public or commercial services, provided that there is no financial gain.

6.2 The NEXTMAP® Britain components of the Data may not be used to create or distribute flood maps, flood hazard maps, flood insurance rate maps, flood models or any map, image or representation of flood modelling or risk in any manner.

6.3 The provisions of Clause 5.2.3 (archive use) shall not apply to the NEXTMAP® Britain components of the Data.

7 BRITISH GEOLOGICAL SURVEY

7.1 Landmark hereby grant you a non-exclusive, non-transferable licence for the duration of your licence to use British Geological Survey components of the Data for the following uses only:

7.1.1 your Business Use as set out in clause 4.2 of the licence;

7.1.2 in reports and submissions by you to any owner or prospective owner of any of the sites that are the subject of such Data for whom you act in a professional capacity.

7.2 The provisions of Clause 5.2.3 (archive use) shall not apply to the British Geological Survey components of the Data.

7.3 The provisions of Clause 7.6 shall not apply to any liability arising from or in relation to British Geological Survey components of the Data. Save as set out in clause 7.1, Landmark's total liability in contract or tort (including negligence) or for breach of statutory duty in relation to British Geological Survey components of the Data shall not exceed an aggregate amount of £30,000.

8 ENVIRONMENT AGENCY

8.1 Landmark hereby grant you a non-exclusive, non-transferable licence for the duration of your licence to use Environment Agency components of the Data for the following uses only:

8.1.1 your Business Use as set out in clause 4.2 of the licence;

8.1.2 where you are a professional adviser, the supply of full, and un-amended copies of the Environment Agency components of the Data to a client and any other person who needs such Data in relation to that client matter in respect of which that Data was obtained, provided that a copy of the of the Environment Agency's Standard Notice (Commercial) is sent with such Data which the recipient is informed that they must comply with; and

8.1.3 the supply of an unaltered extract of Environment Agency components of the Data to a court, tribunal or regulatory body (but not including a trade association) where the inclusion of such extract is reasonably necessary in connection with a hearing, application or other judicial or regulatory process, provided that such extract is formatted in such a way as to be static and unalterable (or not easily alterable without the loading of special software).

9 OS OPENDATA

9.1 The following paragraph 9 governs your access to and use of

OS OpenData™ (including Code-Point® Open data) provided to you by Landmark.

- 9.2 Landmark hereby grant you a worldwide, royalty-free non-exclusive licence to use such OS OpenData™ subject to the following conditions:

9.2.1 You are permitted to:

- 9.2.1.1 copy, distribute and transmit such OS OpenData™;
- 9.2.1.2 adapt such OS OpenData™;
- 9.2.1.3 exploit such OS OpenData™ commercially, whether sub-licensing it combining it with other data or by including it in your own product or application.

9.2.2 You must:

- 9.2.2.1 acknowledge the copyright and source of such OS OpenData™ including the appropriate attribution statement:

"Contains Ordnance Survey data © Crown copyright and database right"

or, where you use Code-Point® Open data:

"Contains Royal Mail data © copyright and database right"

- 9.2.2.2 include the same acknowledgement requirement in any sub-licences of such OS OpenData™ that you grant and a requirement that any further sub-licensees do the same;
- 9.2.2.3 ensure that you do not use OS OpenData™ in a way that suggests that Landmark or the Data Originator endorses your use of the Data; and
- 9.2.2.4 ensure that you do not misrepresent the Data or its source.

- 9.2.3 OS OpenData™ is licensed "as is" and Landmark and the Data Originator exclude all representations, warranties, obligations and liabilities in relation to the OS OpenData™ to the maximum extent permitted by law. Landmark and the Data Originator are not liable for any errors or omissions in the OS OpenData™ and shall not be liable for any loss, injury or damage of any kind caused by its use. Landmark and the Data Originator do not guarantee the continued supply of OS OpenData™.

- 9.2.4 The terms in this paragraph 9 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.

10 ADDRESS DATASETS

- 10.1 Where Ordnance Survey Data includes an Address Dataset (as defined in paragraph 1.1 of Annex 6), the terms of Annex 6 shall apply in addition to the other terms of this licence. Where there is any conflict between the terms of Annex 6 and any other terms of the licence, Annex 6 shall take precedence.

ANNEX 6 ROYAL MAIL TERMS

1 DEFINITIONS

- 1.1 In this Annex 6, the following terms shall have the following meanings:

"Address Datasets" means OS MasterMap® AddressLayer, OS MasterMap® AddressLayer 2, OS MasterMap® Pre-Build Address Layer and ADDRESS-POINT®;

"Corporate Licensee" means a legal entity which is licensed to use Royal Mail Data pursuant to an agreement with Royal Mail known as the "Corporate Group Licence Agreement";

"Database Cleansing" means any activity which involves the processing of your electronic compilation of records, database or mailing list using the Royal Mail Data and includes:

- (a) verification of an existing record as being the same as the entry on the Royal Mail Data;
- (b) amendment of an existing record to correct the address so that it contains the same information as the entry on the Royal Mail Data;
- (c) standardisation of an existing record into a PAF format;
- (d) flagging or marking of an existing record as being the same as the Royal Mail Data;
- (e) adding further information derived from the Royal Mail Data to an existing record; and/or
- (f) extracting duplicate existing records,

but does not include Data Creation;

"Data Creation" means the use of any Royal Mail Data, whether incorporated in a product and/or service or otherwise, to create a new record or records by:

- (a) adding any PAF Record or PAF Records; and/or
- (b) adding any PAF Record Element or PAF Record Elements;

in each case to your existing electronic compilation of records, database or mailing list or to create a new database where previously there was none;

"External Transaction Solution" means a product and/or service whereby you operate a publicly available website (or a technical equivalent) which offers products and services to your service recipients and which can capture, verify, update or amend an address or postcode entered by a service recipient;

"Multiple Residence Data" means the database, or any part of it, known as "Multiple Residence" which contains address and postcode information for properties in the United Kingdom which are known by Royal Mail to contain multiple residences;

"Not Yet Built Data" means the database, or any part of it, known as "Not Yet Built" which contains address and postcode information for properties under development in the United Kingdom as may be amended from time to time. "Not Yet Built" is a registered trade mark of Royal Mail;

"PAF" means the database, or any part of it known as the "Postcode Address File" containing all known delivery address and postcode information in the United Kingdom as may be amended from time to time. "PAF" is a registered trade mark of Royal Mail;

"PAF Record" means an individual entry in the collection of data that comprises the database known as PAF and in respect of the levels of data known as "Full PAF" a whole "PAF Record";

"PAF Record Element" means an individual element of the data comprising a whole PAF Record; and

"Royal Mail Data" means data or intellectual property rights owned by Royal Mail Group Limited or Royal Mail Group plc (or which Royal Mail Group Limited or Royal Mail Group plc licenses form a third party), which are incorporated in any of the Data.

2 GRANT OF LICENCE

- 2.1 You shall comply with the terms set out in this Annex 6 in respect of the Address Datasets.

3 CONDITIONS OF USE

- 3.1 You shall have no right to sublicense (other than as expressly permitted in the grant of any rights for under the terms of this licence as modified by the terms of this Annex 6), resell, assign or otherwise transfer any part of the Address Datasets contained in the Data.

3.2 You shall not:

- 3.2.1 use any of the Royal Mail Data to create your own products or services; or
- 3.2.2 copy or reproduce (subject to paragraph 3.3 of this Annex 6), extract, publish or reuse the whole or any part of the Royal Mail Data.

3.3 You may make copies of the Royal Mail Data to the extent reasonable necessary for the following purposes only: back-up, security, disaster recovery and testing.

4 LICENSED USE

4.1 Landmark hereby grant you a non-exclusive, non-transferable licence for the duration of your licence to use Address Datasets (including Royal Mail Data) for your Business Use as set out in clause 4.2 of the licence.

4.2 You shall not be permitted to use Address Datasets (including Royal Mail Data) for Data Creation and Database Cleansing or as part of an External Transaction Solution. If you wish to use the If you wish to use the Address Datasets in a manner which is not authorised by the licence, then you must contact Landmark or Royal Mail to seek the necessary consents or licenses, for which there may be additional fees.

5 CORPORATE LICENSEE

You acknowledge and agree that you have made all reasonable efforts to ascertain if you are a Corporate Licensee in advance of paying any fees to Landmark, including making all reasonable enquiries of any parent companies and/or subsidiaries and checking

the Royal Mail website that lists Corporate Licensees and which is generally accessible to persons which have entered into a license agreement with Royal Mail for the use of PAF. You shall immediately advise Landmark if you are, or at any stage during the term of the licence, become a Corporate Licensee.

6 NO ROYAL MAIL WARRANTIES OR APPROVAL

6.1 Subject to paragraph 6.2, you acknowledge and agree that Royal Mail and, accordingly Landmark:

6.1.1 does not in any way warrant the accuracy or completeness of Royal Mail Data and shall not be liable for any loss or damage howsoever arising out of or in connections with the contract or its termination;

6.1.2 is not liable in any way in respect of any Royal Mail Data provided by Landmark to you;

6.1.3 does not in any way warrant that the Royal Mail Data comprised in the Data have been tested for use by any party or that such Royal Mail Data will be suitable for or be capable of being used by any party;

6.2 Paragraph 6.1 does not exclude liability for any personal injury or death with is caused by Landmark's and/or Royal Mail's negligence or for any other liability which may not be excluded by law.

6.3 Title to any copies that you make of an Address Dataset shall pass to Ordnance Survey (or Royal Mail to the extent that the copy consists of PAF or Multiple Residence Data or Not Yet Build Data) on their creation.