

ORDNANCE SURVEY END-USER LICENCE AGREEMENT V2 (effective 21st March 2014)

If you have purchased data processing or compression services from Experian Data Quality, and you have a direct data licence with the Ordnance Survey then this End-User Licence Agreement (EULA) is not applicable to you. Please review your contract and/or contact your Ordnance Survey Account Manager if you are uncertain as to your contracting arrangements.

This EULA sets out important terms of use which may impact the charges you pay for the Ordnance Survey data. Please contact Experian Data Quality directly, or via your reseller, in the event that any of Your, or the End-User's, obligations are unclear.

BACKGROUND

- A. This EULA is made available to the End-User pursuant to the agreement with Experian Data Quality in relation to the supply of Ordnance Survey data including the Address Datasets described below.

Address Datasets means OS MasterMap[®] Address Layer, OS MasterMap[®] Address Layer 2, ADDRESS-POINT[®], AddressBase[™], AddressBase[™] Plus and AddressBase[™] Premium.

Please see either:

- I. Clause 12.4 of the Experian Data Quality Standard Terms and Conditions (direct sales) available at www.qas.com/legal; or
- II. Clause 10.3 of the Experian Data Quality End-User Licence Agreement (sales via resellers) available at www.qas.com/legal; or
- III. The corresponding term of your bespoke contract with Experian Data Quality.

DATA SET TERMS

- B. This EULA contains the following documents:

- I. This cover sheet
- II. Appendix 1 – Licenced Use Standard
- III. Appendix 2 – Licenced Use Infrastructure Body
- IV. Appendix 3 – Licenced use Public Body
- V. Appendix 4 – Ancillary Rights to Customer's Licenced Use
- VI. Appendix 5 – Dataset Specific Terms
- VII. Appendix 7 – Royal Mail Terms

INTERPRETATION OF DATA SET TERMS

- C. When reading this document or any of the aforementioned Appendices in Section B please read all references to:

- I. "Corporate Customer" as the Customer where the Customer is licensed for Corporate Group Data Sharing as part of a Corporate Group;
- II. "Corporate Group" includes:
 - a. that Corporate Customer;
 - b. each of that Corporate Customer's wholly-owned subsidiaries'
 - c. each holding company of which that Corporate Customer is a wholly-owned subsidiary; and
 - d. each wholly-owned subsidiary of such holding companies

where the term "wholly-owned subsidiary" shall have the meaning given to it by section 1159 of the Companies Act 2006

- III. "Corporate Group member" as each member of Your/the End-User's Corporate Customer's Corporate Group.
- IV. the "Customer", as You/the End-User. Therefore please construe all obligations of the Customer as Your/the End-User's obligations.
- V. "Datasets with Third Party Content" as any of the following Licensed Data each of which contain IPR licensed by Ordnance Survey from a third party:
 - a. Code-Point®
 - b. Code-Point® with polygons
 - c. OS Mastermap® Imagery Layer
 - d. Points of Interest
 - e. Address Datasets
- VI. "Feature" as any feature represented in a Topographic Dataset, including without limitation any line, polygon, symbol or text.
- VII. "Feature Attribution" as the characteristics associated with a Feature (subject to the Specification of the relevant Topographic Dataset).
- VIII. "the Framework" as the agreement between Experian Data Quality and the Ordnance Survey.
- IX. "Free to Use Data" as Data created by You/the End-User:
 - 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).in each case provided that the Data:
 - i) Does not copy a Feature in whole, and does not copy a Feature Attribution in whole or in part;
 - ii) Does not represent a Feature or Feature Attribution in the source Topographic Dataset;
 - iii) Is not a substitute for a Feature or a Feature Attribution in the source Topographic dataset; and
 - iv) Can be used independently of the Licensed Data,

And in each case only to the extent that the Data incorporates IPR owned by us on behalf of the Crown and/or which is licensed by us under delegated authority from the Controller of Her Majesty's Stationary Office. For information purposes only, examples of Free to Use Data are published on the OS Website.

- X. "Licensed Data" as the particular Ordnance Survey Data licensed to You/the End-User in the agreement with Experian Data Quality.
- XI. "Migration Data" and "Pre Migration Data" as the Ordnance Survey Data listed below in the corresponding columns:

Pre Migration Data
ADDRESS-POINT®

OS MasterMap® Address Layer

OS MasterMap® Address Layer 2

Migration Data

AddressBase® AddressBase® Plus
AddressBase® Premium
AddressBase® AddressBase® Plus
AddressBase® Premium
AddressBase® Plus AddressBase®
Premium

AddressBase®	AddressBase® Plus AddressBase® Premium
AddressBase® Plus	AddressBase® Premium
1:10 000 Scale Raster	OS VectorMap® Local Black and White Raster OS VectorMap® Local Colour Raster OS VectorMap® Local Colour Raster – Backdrop OS VectorMap® Local
OS VectorMap® Local Black and White Raster	OS VectorMap® Local
OS VectorMap® Local Colour Raster	OS VectorMap® Local
OS VectorMap® Local Colour Raster – Backdrop	OS VectorMap® Local
Land-Form PROFILE®	OS Terrain® 5

XII. “Ordnance Survey” or “Partner, you or your” in accordance with the description set out below:

- (1) The Secretary of State for Business, Innovation and Skills, acting through Ordnance Survey, whose principal place of business is at Explorer House, Adanac Drive, SOUTHAMPTON, UK, SO16 0AS (**Ordnance Survey**); and
- (2) Experian Limited, a company registered in England and Wales (company registration number 00653331), whose registered office is at Landmark House, Experian Way, NG2 Business Park, NOTTINGHAM, NG80 1ZZ (**Partner, you, your**).

XIII. “Specified Licensed Data” as Licensed Data which is:

- a. at all times licensed to You/the End-User under this Contract for:
 - i. National Coverage
 - ii. Corporate Use
 - iii. Your/the End-User’s Licensed Use under Appendix 1; and
- b. Limited to the following Datasets:
 - i. AddressBase
 - ii. AddressBase Plus
 - iii. AddressBase Premium
 - iv. Code-Point
 - v. Code-Point with polygons
 - vi. OS VectorMap Local
 - vii. OS VectorMap Local Black and White Raster
 - viii. OS VectorMap Local Colour Raster
 - ix. OS VectorMap Local Colour Raster - Backdrop

XIV. “Terminal” as 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 the Customer and/or its permitted Contractors

XV. “Infrastructure Body” and “Public Body” as having the meaning set out below. Note that “our Website” means the Ordnance Survey website.

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*; or
- 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*; 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 *Pipe-lines Act 1962*; or
- d) any other entity or type of body identified by us from time to time as being an infrastructure body, as published on our Website.

Public Body

means:

- a) a body which falls within the definition of 'contracting authority' in Regulation 3 of 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 us from time to time as being a public body, as published on our Website.

ADDITIONAL DATA SET TERMS

D. The following terms apply to Your/the End-User's use of the Licensed Data:

- I. The Ordnance Survey shall have no liability to You/the End-User in respect of Your use of the Licensed Data (to the extent that Ordnance Survey is permitted to exclude or limit its liability by law); and
- II. Ordnance Survey shall be entitled to the benefit of the terms of Your/the End-User's agreement with Experian QAS and the right to enforce such terms under the Contracts (Rights of Third Parties) Act 1999.
- III. You/the End-User must ensure that acknowledgements of copyright and database right ownership are included in a conspicuous position in all copies of Licensed Data (including Products and/or Services) in compliance with the style guide available on the Ordnance Survey website

Appendix 1 Licensed Use Standard

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| <p>1 Licensed Use</p> <p>1.1 The Customer's Licensed Use of Licensed Data is:</p> <p>1.1.1 Business Use as set out in paragraph 2;</p> <p>1.1.2 Limited External Use as set out in paragraph 3;</p> <p>1.1.3 Public Body Sharing as set out in paragraph 4; and</p> <p>1.1.4 (subject to you paying the appropriate Royalties under Part A or Part D of Appendix 6 in respect of the Licensed Data concerned) Corporate Group Sharing as set out in paragraph 5.</p> <p>2 Business Use</p> <p>2.1 Business Use is the use of Licensed Data solely for the internal administration and operation of the Customer's business.</p> <p>2.2 Business Use does not entitle the Customer to make available or to provide Licensed Data to third parties.</p> <p>3 Limited External Use</p> <p>3.1 Limited External Use is, subject to paragraph 3.2, the use of Licensed Data:</p> <p>3.1.1 to promote the Customer's own business by generating a map which demonstrates one or more of the following:</p> <p>a) the location of the premises and static assets which the Customer owns, leases or manages;</p> <p>b) the location of a bespoke event organised by the Customer up to and for the duration of the event;</p> <p>c) directions or routes (which are not specific to any particular customer or third party) to the premises or static assets in paragraph 3.1.1 (a) or event in paragraph 3.1.1 (b);</p> <p>d) the scope of the Customer's area of operation;</p> <p>3.1.2 to report on the Customer's own business by including a map in:</p> <p>a) an annual report on the affairs of the Customer's business or for accounting purposes, in each case produced to comply with a statutory obligation (including, without limitation, section 415 of the <i>Companies Act 2006</i>); and/or</p> | <p>b) a report to be submitted to a regulatory body to which the Customer is subject in order to meet that regulatory body's requirements; and/or</p> <p>3.1.3 to include a map within any professional services provided by the Customer to its clients, such map only to be used (in the case of a business client) for the internal administration and operation of such client's business.</p> <p>3.2 Limited External Use is subject to the following conditions:</p> <p>3.2.1 any map generated in accordance with paragraph 3.1 shall not comprise:</p> <p>a) a service or product in itself; or</p> <p>b) a significant part of any product or service offered by the Customer; or</p> <p>c) a service or product (or significant part of any product or service) provided on behalf of a third party;</p> <p>3.2.2 the map shall be in a raster format and the Customer shall use its reasonable endeavours to prevent third parties from being able to edit the map or from extracting Licensed Data from the map;</p> <p>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;</p> <p>3.2.4 the Customer shall display additional information on or with the map, which information facilitates the purposes in paragraphs 3.1.1 to 3.1.3;</p> <p>3.2.5 the Customer shall not receive any direct payment, credit or money's worth as a result of allowing third parties to access, view or use the map but, for maps generated in accordance with paragraph 3.1.1, the Customer shall be entitled to use the map in conjunction with advertisements that are not illegal, deceptive, misleading, unethical or detrimental to the reputation of the Licensed Data and/or us; and</p> <p>3.2.6 for the avoidance of doubt, the Customer shall comply with Clause 6.3 of the Framework.</p> |
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4 Public Body Sharing

4.1 Public Body Sharing is the supply of Qualifying Licensed Data to a Public Body or the receipt of Qualifying Licensed Data from a Public Body.

4.2 Public Body Sharing is subject to the following Conditions:

4.2.1 **Qualifying Licensed Data** means Licensed Data which is either:

- a) OS MasterMap Topography Layer; or
- b) AddressBase, AddressBase Plus and/or AddressBase Premium and in which the Royal Mail Data solely comprises of Cleansed Data (where 'Royal Mail Data' and 'Cleansed Data' shall have the meanings given to them in Part B of Appendix 7).

4.2.2 **Sharing Party** means the Public Body supplying Qualifying Licensed Data or to whom Qualifying Licensed Data is supplied, in accordance with paragraph 4.1 above;

4.2.3 both the Customer and the Sharing Party must be licensed for Business Use or Public Sector Use for the same area of coverage of the same Qualifying Licensed Data being supplied and/or received;

4.2.4 the Customer shall obtain written confirmation from the Sharing Party to whom it is supplying Qualifying Licensed Data that the Sharing Party is licensed for Business Use or Public Sector Use as set out in Appendix 3, for the same area of coverage of the same Qualifying Licensed Data being supplied;

4.2.5 the Customer shall maintain a written record of:

- a) the names and addresses of Sharing Parties from whom it has received or to whom it has supplied Qualifying Licensed Data;

b) the Qualifying Licensed Data which was received by it from and/or supplied by it to the Sharing Parties; and

c) when the Qualifying Licensed Data was received by it from and/or supplied by it to the Sharing Parties,

and upon our written request it shall provide a copy of that written record to us;

4.2.6 the Customer shall not receive any direct or indirect payment, credit or money's worth for the supply of Qualifying Licensed Data to a Sharing Party;

4.2.7 subject to Clause 12.1 of the Framework, we shall have no liability to the Customer or the Sharing Party in respect of the Licensed Data received from and/or supplied to a Sharing Party; and

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

5 Corporate Group Data Sharing

5.1 Corporate Group Data Sharing is:

- 5.1.1 your Corporate Customer's supply to a Corporate Group Member; or
- 5.1.2 your Corporate Customer's receipt from a Corporate Group Member; or
- 5.1.3 a Corporate Group Member's supply to another Corporate Group Member,

of copies of any Specified Licensed Data (which, for the avoidance of doubt, includes any of our IPR in any Data created using Licensed Data).

Appendix 2 Licensed Use Infrastructure Body

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| <p>1 Licensed Use</p> <p>1.1 The Customer's Licensed Use of Licensed Data is:</p> <p>1.1.1 Business Use (as set out in paragraph 2 of Appendix 1);</p> <p>1.1.2 Limited External Use (as set out in paragraph 3 of Appendix 1);</p> <p>1.1.3 Statutory Use as set out in paragraph 2; and</p> <p>1.1.4 Public and Infrastructure Data Sharing as set out in paragraph 3.</p> <p>2 Statutory Use</p> <p>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 the Customer is 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).</p> <p>2.2 Statutory Use is subject to the following conditions:</p> <p>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;</p> <p>2.2.2 the Customer shall maintain a written record of its Statutory Use and upon our or your written request shall provide a copy of that written record to us; and</p> <p>2.2.3 the Customer 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.</p> <p>3 Public and Infrastructure Data Sharing</p> <p>3.1 Public and Infrastructure Data Sharing is the supply to an Infrastructure Body or Public Body and receipt from an Infrastructure Body of copies of any Licensed Data (which, for the avoidance of doubt, includes any of our IPR in any Data created using Licensed Data).</p> <p>3.2 Public and Infrastructure Data Sharing is subject to the following conditions:</p> | <p>3.2.1 Sharing Party means the Public Body or Infrastructure Body (as applicable) supplying Licensed Data or to whom Licensed Data is supplied, in accordance with paragraph 3.1 above;</p> <p>3.2.2 both the Customer and the Sharing Party must be licensed for Business Use or Public Sector Use for the same area of coverage of the same Licensed Data being supplied and/or received;</p> <p>3.2.3 the Customer shall obtain written confirmation from the Sharing Party to whom it is supplying Licensed Data that the Sharing Party is licensed for Business Use or Public Sector Use as set out in Appendix 3, for the same area of coverage of the same Licensed Data being supplied;</p> <p>3.2.4 the use of the Licensed Data received by the Customer from an Infrastructure Body shall be governed by the Customer's Sub-licence for that Licensed Data;</p> <p>3.2.5 the Customer shall maintain a written record of:</p> <p>a) the names and addresses of Sharing Parties from whom it has received or to whom it has supplied Licensed Data;</p> <p>b) the Licensed Data which was received by it from and/or supplied by it to the Sharing Parties; and</p> <p>c) when the Licensed Data was received by it from and/or supplied by it to the Sharing Parties, and upon our written request it shall provide a copy of that written record to us;</p> <p>3.2.6 the Customer shall not receive any direct or indirect payment, credit or money's worth for the supply of Licensed Data to a Sharing Party;</p> <p>3.2.7 subject to Clause 12.1 of the Framework, we shall have no liability to the Customer or the Sharing Party in respect of the Licensed Data received from and/or supplied to a Sharing Party; and</p> <p>3.2.8 for the avoidance of doubt, the Customer shall comply with Clause 6.3 of the Framework.</p> |
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Appendix 3 Licensed Use Public Body

- 1 Licensed Use**
- 1.1 The Customer's Licensed Use of Licensed Data is:
- 1.2 Business Use (as set out in paragraph 2 of Appendix 1); and
- 1.3 Public Sector Use as set out in paragraph 3.
- 2 Definitions**
- 2.1 In this Appendix 3:
- 2.1.1 **Commercial Activity** means any activity which involves or is intended to involve Financial Gain;
- 2.1.2 **Competing Activity** means where the Customer is using Licensed Data under this Licence in an activity which:
- a) competes with an activity of a third party that is licensed for Licensed Data;
- b) is reasonably likely to compete with an activity of a third party that is licensed or to be licensed for Licensed Data; or
- c) competes with or substitutes or is reasonably likely to compete with or substitute any of our products and/or services (such products and/or services to be notified by us to you and/or Customers from time to time).
- 2.1.3 **Core Business** means any public sector activity in central and local government and health services, excluding Commercial Activities and/or Competing Activities.
- 2.1.4 **End User** means a person entering into an End User Licence with a Customer licensed under this Appendix 3.
- 2.1.5 **End User Licence** means the Public Sector End User Licence Agreement available on our Website (the term of which shall not exceed the term of the Customer's Sub-licence for Licensed Data).
- 2.1.6 **End User Purpose** means a specific project or activity required to deliver or support the delivery of Core Business by a Customer and that has been specified in and which is permitted by the End User Licence.
- 2.1.7 **Financial Gain** means any revenue or credit received which exceeds the Customer's incremental costs of supplying or making available to a recipient any copy of any Licensed Data. Financial Gain does not include any receipts from Statutory Charges.
- 2.1.8 **Royal Mail Data** means data or IPR owned by Royal Mail Group Limited or Royal Mail Group plc (or which Royal Mail Group Limited or Royal Mail Group plc licenses from a third party), which are incorporated in any of the Licensed Data.
- 2.1.9 **Statutory Charge** means charges which a Customer is 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 a Customer is subject.
- 2.2 For the avoidance of doubt, references to Licensed Data in paragraphs 3, 4 and 5 shall include Data created using Licensed Data, to the extent that the Data created incorporates IPR owned by us or delegated to us by the Controller of Her Majesty's Stationery Office, provided that this paragraph is subject to paragraph 2.3.
- 2.3 Where paragraphs 3.2.3 and 6.1.2 refer to Licensed Data, such reference is limited to Data created using Licensed Data to the extent that the Data created incorporates IPR owned by us or delegated to us by the Controller of Her Majesty's Stationery Office.
- 3 Public Sector Use**
- 3.1 Public Sector Use is the use of Licensed Data to support delivery of or to deliver a Customer's Core Business.
- 3.2 Public Sector Use does not entitle a Customer to make available or to provide Licensed Data to third parties, save as follows:
- 3.2.1 in accordance with the Public Sector Data Sharing provisions in paragraph 4;
- 3.2.2 in accordance with the End User Licensing provisions in paragraph 5; and

3.2.3 where a Customer makes Licensed Data (specifically excluding Royal Mail Data or Points of Interest Data) 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 a Customer's Core Business and the Customer complies with the obligations in paragraph 6.

4 Public Sector Data Sharing

4.1 Public Sector Data Sharing is the supply to any third party (including Infrastructure Bodies and Public Bodies) and receipt from Infrastructure Bodies of copies of any Licensed Data.

4.2 Public Sector Data Sharing is subject to the following conditions:

4.2.1 **Sharing Party** means the third party to whom Licensed Data is supplied or Infrastructure Body from whom Licensed Data is received pursuant to this paragraph 4;

4.2.2 both the Customer and the Sharing Party must be licensed for Business Use or Public Sector Use for the same area of coverage of the same Licensed Data being supplied and/or received;

4.2.3 the Customer shall obtain written confirmation from the third party to whom the Customer is supplying Licensed Data that the third party is licensed for Business Use or Public Sector Use for the same area of coverage of the same Licensed Data being supplied;

4.2.4 the use of the Licensed Data received by the Customer from an Infrastructure Body shall be governed by the terms of the Customer's Sub-licence;

4.2.5 the supply by the Customer to a third party is to support delivery of or to deliver the Customer's Core Business;

4.2.6 the Customer shall maintain a written record of:

- a) the names and addresses of Sharing Parties from whom it has received or to whom it has supplied Licensed Data;
- b) the Licensed Data which was received by it from and/or supplied by it to the Sharing Parties; and
- c) when the Licensed Data was received by it from and/or supplied by it to the Sharing Parties,

and upon our written request it shall provide a copy of that written record to us; and

4.2.7 subject to Clause 12.1 of the Framework, we shall have no liability to the Customer or the Sharing Party in respect of the Licensed Data received from and/or supplied to a Sharing Party.

5 End User Licensing

5.1 End User Licensing is the supply by the Customer of copies of Licensed Data (specifically excluding Royal Mail Data and Points of Interest Data) to an End User which has entered into and adheres to the terms of an End User Licence for the End User Purpose.

5.2 Prior to providing Licensed Data to an End User, a Customer shall:

5.2.1 ensure that the number of Terminals licensed under its Customer Sub-licence is sufficient to account for the Customer's own Licensed Use and the additional number of Terminals required by its End Users; or

5.2.2 extend the number of Terminals licensed under the Customer Sub-licence to ensure compliance with 5.2.1 above.

5.3 In making Licensed Data available under this paragraph 5, the Customer shall comply with paragraph 6.1.2(d).

6 Customer Obligations

6.1 In addition to the other Customer obligations set out in the Framework and this Contract, the Customer shall ensure that:

6.1.1 for the avoidance of doubt, copyright, database right and trade mark acknowledgements (in accordance with Clause 6 of the Framework) are included on the Licensed Data and on any copies the Customer or End User produces;

6.1.2 where the Customer makes Licensed Data publicly available in accordance with paragraph 3.2.3 above:

a) in relation to Licensed Data made available as a raster file or a copy protected vector file only, the Customer shall, subject to (c) below, ensure that the following licence conditions are accepted by the viewer before it views the Licensed Data:

i) the Licensed Data is made available solely for viewing;

- ii) the licence granted to the viewer shall grant no rights greater than a non-exclusive, royalty free, revocable licence to view the Licensed Data for non-commercial purposes for the period during which the Customer makes it available;
 - iii) the viewer shall not be permitted to and shall not copy, sub-license, distribute, sell or otherwise make available the Licensed Data to third parties in any form; and
 - iv) third party rights to enforce the terms of the licence shall be reserved to us;
 - b) in relation to Licensed 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)), the Customer shall, subject to clause (c) below, ensure that the following licence condition is accepted by the viewer, prior to or at the same time as it views the Licensed Data:
 - 'the viewer shall not be permitted to copy, sub-license, distribute or sell the Licensed Data to third parties in any form';
 - c) in relation to the Customer's obligation to ensure that the licence conditions in (a) and (b) above are accepted by the viewer, the Customer shall be deemed to have complied with such obligation where either:
 - i) in respect of Licensed Data made available in hard copy form pursuant to (b) above, the condition set out in (b) is set out in legible font and in a conspicuous position on the hard copy; or
 - ii) in respect of Licensed Data made available as a raster file or a copy protected vector file pursuant to clause (a) 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 (a) above; and
 - d) a background watermark to identify the source of the Licensed Data is included on any electronic copies (including publication on the internet) of Licensed Data at map scales of 1:10 000 or larger scale. The watermark must appear at least once and cover at least 10% of the map image reproduced.
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- 7 **Competing Activities and Commercial Activities**
 - 7.1 Nothing in this Appendix permits the Customer or any person to use the Licensed Data for any Commercial Activities or Competing Activities.
 - 7.2 Where we reasonably consider that the Customer's proposed or current use of the Licensed Data is or is likely to be a Competing Activity or Commercial Activity, we may take such steps as we reasonably consider are necessary in relation to the Competing Activity or Commercial Activity. Such steps may include the action set out in paragraph 7.3 below and/or suspending the licence granted under the Customer's Sub-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.
 - 7.3 Where the Customer's use of Licensed Data is or is likely to constitute a Competing Activity or a Commercial Activity, the Customer shall either:
 - 7.3.1 enter into a separate appropriate licence or Sub-licence; or
 - 7.3.2 amend its planned or current use of the relevant Licensed Data so as to resolve the problem identified to our reasonable satisfaction.
 - 7.4 The Customer shall indemnify us against all liabilities, damages, penalties, costs, expenses or other loss suffered or incurred by us in relation to any breach or alleged breach by us of competition law to the extent such loss results from the Customer's breach of paragraph 7. Nothing in the Customer's Sub-licence shall limit or exclude the Customer's liability to us under this indemnity.

Appendix 4 Ancillary Rights to Customer's Licensed Use

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| <p>1 Customer Contractor Rights</p> <p>You may grant Customers the right to sub-license Licensed Data to Customer Contractors solely for the purpose of the Customer Contractor providing, or tendering to provide, the Customer with goods or services for the Customer's Licensed Use. Where you grant such rights to Customers you shall procure that Customers are subject to and comply with the obligations set out in paragraphs 1.1 to 1.6.</p> | <p>1.3.1 both Customer Contractors are licensed by the Customer for the Licensed Data being supplied and/or received;</p> <p>1.3.2 the goods or services which each Customer Contractor is providing, or tendering to provide to the Customer shall each form part of a larger project or related series of works required by the Customer;</p> <p>1.3.3 a Customer Contractor uses copies of Licensed Data supplied by another Customer Contractor solely for the purpose of providing or tendering to provide goods or services to the Customer as part of the Customer's Licensed Use;</p> <p>1.3.4 the use by a Customer Contractor of Licensed Data supplied by another Customer Contractor shall be governed by its agreement with the Customer, referred to in paragraph 1.2;</p> <p>1.3.5 a Customer Contractor shall not receive any direct or indirect payment, credit or money's worth for the supply of the Licensed Data to another Customer Contractor; and</p> <p>1.3.6 a Customer Contractor shall, prior to supplying any Licensed Data to another Customer Contractor, obtain written confirmation from the Customer that:</p> | <p>1.3.1 both Customer Contractors are licensed by the Customer for the Licensed Data being supplied and/or received;</p> <p>1.3.2 the goods or services which each Customer Contractor is providing, or tendering to provide to the Customer shall each form part of a larger project or related series of works required by the Customer;</p> <p>1.3.3 a Customer Contractor uses copies of Licensed Data supplied by another Customer Contractor solely for the purpose of providing or tendering to provide goods or services to the Customer as part of the Customer's Licensed Use;</p> <p>1.3.4 the use by a Customer Contractor of Licensed Data supplied by another Customer Contractor shall be governed by its agreement with the Customer, referred to in paragraph 1.2;</p> <p>1.3.5 a Customer Contractor shall not receive any direct or indirect payment, credit or money's worth for the supply of the Licensed Data to another Customer Contractor; and</p> <p>1.3.6 a Customer Contractor shall, prior to supplying any Licensed Data to another Customer Contractor, obtain written confirmation from the Customer that:</p> |
| <p>1.1 Number of Terminals</p> <p>1.1.1 Prior to providing Licensed Data to a Customer Contractor, a Customer shall:</p> <p>a) ensure that the number of Terminals licensed under its Customer Sub-licence is sufficient to account for the Customer's own Licensed Use and the additional number of Terminals required by its Customer Contractor; or</p> <p>b) extend the number of Terminals licensed under the Customer Sub-licence to ensure compliance with 1.1.1 a) above.</p> <p>1.1.2 For the avoidance of doubt, where your Customer has provided Licensed Data to a Customer Contractor, you shall declare at least 2 Terminals in your Royalty statement in respect of that Customer.</p> | <p>1.2 Digital Form</p> <p>If the Customer provides the Customer Contractor with Licensed Data in a digital form, the Customer shall ensure the Customer Contractor enters into a formal written agreement (before it has access to any Licensed Data) which contains provisions equivalent to those in and required by Clause 5.4.1 (a) to (f) of the Framework (which, for the avoidance of doubt shall include obligations in relation to copyright and database right acknowledgments equivalent to Clause 6.3 of the Framework).</p> | <p>a) the other Customer Contractor is licensed by the Customer for the Licensed Data being supplied; and</p> <p>b) the goods or services which each Customer Contractor is providing, or tendering to provide to the Customer, each forms part of a larger project or related series of works required by the Customer.</p> |
| <p>1.3 Sharing of Licensed Data between Customer Contractors</p> <p>Except in relation to Address Datasets and Points of Interest Data, the Customer may grant its Customer Contractors the right to supply and receive copies of Licensed Data in a digital form to and from other Customer Contractors provided that:</p> | <p>1.4 Paper Copies</p> <p>If the Customer provides the Customer Contractor with Licensed Data in paper form (referred to in this paragraph 1.4 and paragraph 1.5 as Paper Copies), the Customer shall not be required to enter into a formal written agreement with the Customer Contractor provided that the Customer ensures that:</p> <p>1.4.1 the Customer Contractor uses the Paper Copies solely for the purposes of providing, or tendering to provide, the Customer with goods or services for the Customer's Licensed Use;</p> | <p>1.4 Paper Copies</p> <p>If the Customer provides the Customer Contractor with Licensed Data in paper form (referred to in this paragraph 1.4 and paragraph 1.5 as Paper Copies), the Customer shall not be required to enter into a formal written agreement with the Customer Contractor provided that the Customer ensures that:</p> <p>1.4.1 the Customer Contractor uses the Paper Copies solely for the purposes of providing, or tendering to provide, the Customer with goods or services for the Customer's Licensed Use;</p> |

- 1.4.2 the Paper Copies only cover an area that is proportionate to the amount of goods or services that the Customer Contractor is engaged to provide;
- 1.4.3 the Customer 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;
- 1.4.4 the Customer Contractor destroys or returns to the Customer all such Paper Copies immediately upon:
- a) its completion of the tender or provision of goods or services referred to in paragraph 1.4.1; or
 - b) expiry or termination of this Agreement or Contract,
- whichever is the sooner, and provides, at the Customer's request, a sworn statement by a duly authorised person that it no longer holds any such Paper Copies;
- 1.4.5 neither the Customer nor the Customer Contractor shall receive any direct or indirect payment, credit or money's worth for the supply of Paper Copies; and
- 1.4.6 the Paper Copies are marked in accordance with Clause 6.3 of the Framework and contain a statement stipulating that the Customer Contractor is permitted to use the Paper Copies solely for the purpose of assisting it with the delivery to the Customer of the goods or services it is engaged to provide.
- 1.5 The Customer may permit its Customer Contractor to supply Paper Copies to any third party provided that the Customer Contractor ensures that:
- 1.5.1 such third party is engaged to provide:
 - a) all or part of the works that the Customer Contractor is engaged to provide to the Customer (referred to in this paragraph 1.5.1 as the **Works**);
 - b) part of a larger project (which also includes the Works); or
 - c) works which, together with the Works, are part of a series of works required by the Customer,

and uses the Paper Copies solely for the purpose of providing a), b) or c) above to the Customer for the Customer's Licensed Use;
 - 1.5.2 such third party agrees to comply with terms no less onerous than those set out in paragraphs 1.4.1 to 1.4.6 with respect to its use of Paper Copies under paragraph 1.5.1 above. For the purposes of this paragraph, references in paragraphs 1.4.1 to 1.4.6 to:
 - a) **Customer** shall mean **Customer Contractor**;
 - b) **Customer Contractor** shall mean the third party to whom Paper Copies are supplied under this paragraph; and
 - c) **Agreement or Contract** shall mean the licence between the Customer and its Customer Contractor.
- 1.6 **Liability for Customer Contractors**
- Your liability to us under Clause 5.7.3 of the Framework shall extend to and include acts and omissions of Customer Contractors.
- 2 Free to Use Data**
- 2.1 **Licence for Free to Use Data**
- Subject to paragraphs 2.2 and 2.3 and you procuring that Customers comply with the provisions of paragraphs 2.2 and 2.3, you may grant Customers a non-exclusive, royalty-free, perpetual licence to use and sub-license IPR in Free to Use Data that are owned by us or delegated to us by the Controller of Her Majesty's Stationery Office.
- 2.2 **Conditions of Free to Use Data**
- Notwithstanding anything within the Agreement to the contrary, the terms of the Agreement shall not apply to the Customer's and its sub-licensees' use of Free to Use Data, save for the following terms of this paragraph 2.2:
- 2.2.1 the licence granted in paragraph 2.1 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);

- 2.2.2 subject to Clause 12.1 of the Framework, we shall have no liability in respect of the Customer's or any of the Customer's sub-licensees' use of Free to Use Data and you shall 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); and
- 2.2.3 Customers must acknowledge the copyright and the source of the Free to Use Data by including the following attribution statement: 'Contains Ordnance Survey data © Crown copyright and database rights [year of issue]'. Customers shall include the same acknowledgement requirement in any sub-licences of the Free to Use Data that they grant, and a requirement that any further sub-licences do the same.
- 2.3 **Guidance on Free to Use Data**
Where you or your Customers are in any doubt as to whether or not something constitutes Free to Use Data, you and /or your Customers shall consult us for guidance.
- 3 **Customer Data**
Where a Customer creates Data using or in conjunction with Licensed Data, and such Data:
- 3.1 does not incorporate or infringe any IPR in the Licensed Data; and
- 3.2 can be used independently of the Licensed Data,
such Data shall not be subject to the terms of this Agreement or the Customer's Sub-licence. Examples of Data that this paragraph applies to may be found on our Website.
- 4 **Public Data Sharing**
Where Customers receive any Licensed Data (which, for the avoidance of doubt, includes any of our IPR in any Data created using Licensed Data) from Public Bodies you may license Customers for such Licensed Data provided that:
- 4.1 the Customer and the Public Body are licensed for the same area of coverage of the same Licensed Data being supplied by the Public Body;
- 4.2 the licence to such Licensed Data which you are permitted to grant to Customers shall be as set out in and subject to the terms of this Contract;
- 4.3 you procure that the Customer shall maintain a written record of:
- 4.3.1 the names and addresses of Public Bodies from whom the Customer has received Licensed Data;
- 4.3.2 the Licensed Data which was received by the Customer from the Public Body; and
- 4.3.3 when the Licensed Data was received by the Customer from the Public Body;
- 4.4 you shall:
- 4.4.1 require Customers to retain the written records referred to in paragraph 4.3 for such time as Customers continue to use such Licensed Data or retain an archive of it in accordance with paragraph 5;
- 4.4.2 require Customers to provide you and/or us with a copy of such Licensed Data and the written record maintained by the Customer in accordance with paragraph 4.3 upon written request being made by you and/or us; and
- 4.4.3 reserve third party rights for Ordnance Survey to directly enforce the relevant clauses of the Customer Sub-licence which reflect paragraphs 4.3 and 4.4;
- 4.5 subject to Clause 12.1 of the Framework, we shall have no obligation or liability to you, your Sub-partners or the Customers in respect of the Licensed Data received by a Customer from a Public Body; and
- 4.6 for the avoidance of doubt, save where expressly permitted under the Agreement, this Agreement does not entitle you to license Customers to receive and/or use Licensed Data from any other third party.
- 5 **Archive Rights**
You may permit Customers to retain (and, save in relation to Address Datasets, to permit their Customer Contractors to retain) the Licensed Data after termination of their Sub-licence in accordance with and subject to Clause 10.7.2 of the Framework.

Appendix 5 Dataset Specific Terms

Part A: Datasets other than Datasets with Third Party Content

1 OS MasterMap Topography Layer

1.1 Where the Licensed Data includes OS MasterMap Topography Layer, the terms in this paragraph 1 apply in addition to the other terms of this Contract.

1.2 Subject to paragraphs 1.3 to 1.5 below, we grant you a non-exclusive, revocable, royalty-free licence to sub-license (but for the avoidance of doubt, not to supply) to the Customer Ordnance Survey Data known as Land-Line[®] and/or Land-Line.Plus[®] (**Land Line Data**). Land-Line Data is no longer supplied or maintained by us.

1.3 Land-Line Data sub-licensed to the Customer in accordance with paragraph 1.2 above shall:

1.3.1 be limited to the Customer's existing holdings of Land-Line Data; and

1.3.2 not exceed the area covered by the Customer's licence for OS MasterMap Topography Layer.

1.4 The Customer shall be entitled to use Land Line Data as if it were Licensed Data and references to 'Licensed Data' within the Contract shall be construed to include Land Line Data, provided that:

1.4.1 we shall not be obliged to supply or deliver the Land-Line Data nor Land-Line Data Updates;

1.4.2 we give no warranty in respect of Land-Line Data; and

1.4.3 subject to Clause 12.1 of the Framework, we shall have no liability for any loss or damages you or the Customer suffer as a result of any use, loss, deletion or destruction of Land-Line Data or as a result of us not supplying or updating Land-Line Data.

1.5 There is no maximum number of Terminals upon which Land-Line Data may be used.

2 OS MasterMap Integrated Transport Network Layer

2.1 Where the Licensed Data includes OS MasterMap Integrated Transport Network Layer, the terms in this paragraph 2 apply in addition to the other terms of this Contract.

2.2 Subject to paragraphs 2.3 to 2.5 below, we grant you a non-exclusive, revocable, royalty-free licence to sub-license (but for the avoidance of doubt, not to supply) to the Customer Ordnance Survey Data known as OSCAR Traffic Manager[®] and OSCAR Asset Manager[®] (**OSCAR Data**). OSCAR Data is no longer supplied or maintained by us.

2.3 OSCAR Data sub-licensed to the Customer in accordance with paragraph 2.2 above shall:

2.3.1 not exceed the area covered by the Customer's licence for OS MasterMap Integrated Transport Network Layer; and

2.3.2 be limited to the Customer's existing holdings of OSCAR Data.

2.4 The Customer shall be entitled to use OSCAR Data as if it were Licensed Data and references to 'Licensed Data' within the Contract shall be construed to include OSCAR Data, provided that:

2.4.1 we shall not be obliged to supply or deliver the OSCAR Data nor OSCAR Data Updates;

2.4.2 we give no warranty in respect of OSCAR Data; and

2.4.3 subject to Clause 12.1 of the Framework, we shall have no liability for any loss or damages you or the Customer suffer as a result of any use, loss, deletion or destruction of OSCAR Data or as a result of us not supplying or updating OSCAR Data.

2.5 There is no maximum number of Terminals upon which OSCAR Data may be used.

- 3 **Generalised Roads**
- 3.1 Where you create a product (a **Generalised Roads product**) containing OS MasterMap Integrated Transport Network Layer – Road Network Data which conforms to the specification set out in paragraph 3.2 below, the terms of this paragraph 3 apply in addition to the other terms of this Contract.
- 3.2 A product must satisfy the following conditions in order that it may be considered a Generalised Roads product:
 - 3.2.1 the product must contain Minor Roads and Local Streets;
 - 3.2.2 complex junctions (such as staggered crossroads (offset junctions less than 10 metres apart)) may only be displayed as standard crossroads or simple junctions;
 - 3.2.3 the product must not contain more than the following geometry and attribution:
 - a) **Features:**
 - i) Motorways;
 - ii) A Roads;
 - iii) B Roads;
 - iv) Minor Roads;
 - v) Local Streets;
 - vi) Private Roads with Public Access;
 - vii) Private Roads with Restricted Access;
 - viii) Pedestrianised Roads;
 - b) **Link attributes:**
 - i) Road Classification;
 - ii) Road Name;
 - iii) Department for Transport Number;
 - iv) Trunk Roads;
 - v) Primary Routes;
 - vi) Nature of Road (Dual Carriageway, Single Carriageway, Slip Road, Roundabout);
 - vii) Road Length;
 - viii) Grade Separation;
 - c) **Node attributes:**
 - i) Roundabout Flag (for small roundabouts);
 - ii) Junction Numbers (Motorways only);
 - 3.2.4 the product must not contain the following geometry and attribution:
 - a) Private Road with gates and/or barriers;
 - b) Alleys;
 - c) Ferry Routes;
 - d) TOIDs;
 - e) Traffic Island links at junctions;

- f) Traffic Island links;
- g) Mini Roundabouts; and
- h) Road Routing Information.
- 3.3 The terms referred to in this paragraph 3 shall be construed in accordance with the meanings given to them in the user guide for OS MasterMap Integrated Transport Network Layer – Road Network as may be amended from time to time.
- 3.4 You may provide Customers of a Generalised Roads product with one annual Update only.

Part B: Datasets with Third Party Content

1 Datasets with Third Party Content

- 1.1 The licence terms for Datasets with Third Party Content may be varied from time to time in accordance with Clause 8 of the Framework.

2 Code-Point

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

- 2.2 In addition to the copyright notice required by Clause 6.3 of the Framework, you, your Resellers, and Customers shall include the following acknowledgement in a conspicuous position in all copies of Code-Point:

'Contains National Statistics data © Crown copyright and database right 20nn'

3 Code-Point with polygons

- 3.1 Where the Licensed Data includes Code-Point with polygons, the terms in this paragraph 3 apply in addition to the other terms of this Contract. Where there is any conflict between the terms of this paragraph 3 and the terms of the Contract, this paragraph 3 shall take precedence.

- 3.2 In addition to the copyright notice required by Clause 6.3 of the Framework, you, your Resellers, and Customers shall include the following acknowledgement in a conspicuous position in all copies of Code-Point with polygons:

'Contains National Statistics data © Crown copyright and database right 20nn'

4 Points of Interest

4.1 Where the Licensed Data includes Points of Interest, the terms of this paragraph 4 apply in addition to the other terms of this Contract. Where there is any conflict between the terms of this paragraph 4 and the terms of the Contract, this paragraph 4 shall take precedence. In particular any Licensed Use granted to your Customers in respect of the Points of Interest Data shall be varied and restricted as set out in paragraph 4.4 below.

4.2 In this paragraph 4:4.2.1 **118 Data** means data owned or licensed by 118 Information Limited (company registration 07015814) and whose provenance as 118 data is capable of being identified within the Points of Interest Data;

4.2.2 **DfT Car Park Data** means data owned or licensed by the Department for Transport and whose provenance as Department for Transport (Parking) data is capable of being identified within the Points of Interest Data;

4.2.3 **Direct Marketing** means any form of telephone sales, telephone marketing, direct mail, market research or use of circulation list or fax marketing, which is targeted at individuals or businesses;

4.2.4 **Excluded Companies** means the following companies:

- a) Agco Limited
- b) Agricredit Limited
- c) Blue Sheep Limited
- d) BOCM
- e) BP
- f) BT
- g) Cellhire plc
- h) Conduit Limited
- i) Data Discoveries Limited
- j) Data HQ
- k) De Lage Landen Limited
- l) Dun & Bradstreet Limited
- m) Enable Media Limited
- n) Equifax PLC
- o) Experian Group Limited
- p) First National Group Limited
- q) Formpart (MDV) Limited
- r) Graydon Limited
- s) Hibu
- t) ICC Company Information Services Limited

- u) ING Limited
- v) LBM Limited
- w) Mardev
- x) Microsoft
- y) Onesource Limited
- z) Santander UK plc
- aa) Shell
- bb) Syntegra
- cc) The Number
- dd) Thomson Directories
- ee) UK Changes

together with any other persons we may notify you from time to time; and

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

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

4.2.7 **LDC Excluded Companies** means the following companies:

- a) 118 Information
- b) 192.com
- c) Acxiom Limited
- d) BNP Paribas Real Estate Limited
- e) CACI
- f) Callcredit Information Group Limited
- g) CGA
- h) CoStar
- i) Dunn & Bradstreet
- j) Emap
- k) Emapsite.com Limited
- l) Equifax Limited
- m) Experian (including subsidiaries)
- n) GB Group
- o) GfK
- p) Glenigan
- q) GMAP
- r) Google
- s) Hibu
- t) IMATT
- u) Informa Group
- v) Infoterra Limited
- w) Javelin

- x) Knowledge Master
 - y) Landmark Information
 - z) LBM
 - aa) London & Partners
 - bb) Londonnet
 - cc) MapInfo
 - dd) Microsoft
 - ee) MX Data
 - ff) Navteq
 - gg) OC&C
 - hh) Post Office
 - ii) Promap Limited
 - jj) Random House
 - kk) Reed Business Information
 - ll) Retail Marketing Group
 - mm) RTA
 - nn) STV
 - oo) Telefonica O2
 - pp) The Geoinformation Group Limited
 - qq) The Performing Rights Society
 - rr) Thomson Directories
 - ss) TomTom
 - tt) Touch PLC
 - uu) TrueKnowledge
 - vv) Urban Mapz Limited
 - ww) Verdict
- 4.2.8 together with any other persons we may notify you from time to time;
- 4.2.8 **PointX** means PointX Limited (company registration number: 04171543) of 7 Abbey Court, Eagle Way, SOWTON, Exeter, EX2 7HY; and
- 4.2.9 **Vocalink Data** means data owned or licensed by Vocalink Limited (company registration 06119048) and whose provenance as Vocalink data is capable of being identified within the Points of Interest Data.
- 4.3 You shall not be entitled to license any Points of Interest Data containing 118 Data from us if you are an Excluded Company. Nor shall you be entitled to license any Points of Interest Data containing 118 Data to any Reseller, Sub-partner, Contractor or Customer that is an Excluded Company. You shall ensure that your Customer shall only be entitled to supply Points of Interest containing 118 Data to an Excluded Company where such supply is in accordance with its Limited External Use rights under paragraph 3.1.1 of Appendix 1.
- 4.4 You shall not be entitled to license any Points of Interest Data containing LDC Data to any Reseller, Sub-partner, Contractor or Customer that is an LDC Excluded Company. If you are an LDC Excluded Body, you shall only be entitled to license Points of Interest containing LDC Data which is in the form of Replica Licensed Data. You shall ensure that your Customer shall only be entitled to supply Points of Interest containing LDC Data to an LDC Excluded Company where such supply is in accordance with its Limited External Use rights under paragraph 3.1.1 of Appendix 1.
- 4.5 You, your Resellers, your Sub-partners and your Customers shall:
- 4.5.1 not use or display nor permit the use or display of the Points of Interest Data on the internet;
- 4.5.2 not use nor permit the use of the Points of Interest Data for Direct Marketing although this does not preclude the use of the Points of Interest Data for geographic analysis;
- 4.5.3 not use nor permit the use of the 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;
- 4.5.4 not use nor permit the use of the Points of Interest Data for geocoding or correcting any gazetteer or address list or cleaning such data; and
- 4.5.5 ensure that the following acknowledgements are shown in a conspicuous position in all copies of Points of Interest:
- 'This product includes data licensed from PointX © Database Right/Copyright 20nn and
 Ordnance Survey © Crown Copyright 20nn. All rights reserved. Licence number 100034829'.
- 4.5 The acknowledgement required by paragraph 4.4.5 is not required where Points of Interest Data is used solely for Business Use.

4.6 You may include the following PointX logo



in the Points of Interest Data and the name 'PointX®' to signal your accreditation as a PointX licensee, and where practicable shall do so to indicate the provenance of the Points of Interest Data. You may use this logo as it appears here, in your corporate stationery, promotional and display material, subject to such specifications as Ordnance Survey may from time to time notify you of. The style and format of the logo may not be changed and the logo should only be used in a way that makes it clear that it is a corporate accreditation rather than an endorsement of a product or service.

4.7 You may only license Point of Interest Data containing Experian Data and/or DfT Car Park Data to Public Bodies in accordance with Appendix 3.

5 AddressBase Datasets

5.1 Where the Licensed Data includes any AddressBase Datasets, the terms in this paragraph 5 apply in addition to the other terms of this Contract. Where there is any conflict between the terms of this paragraph 5 and the terms of the Contract, this paragraph 5 shall take precedence.

5.2 In addition to the copyright notice required by Clause 6.3 of the Framework, you, your Resellers, and Customers shall include:

5.2.1 the following acknowledgement in a conspicuous position in all copies of any AddressBase Dataset which includes data relating to England and/or Wales:

'© Local Government Information House Limited copyright and database rights [year of supply or date of publication][licence number]'

or

'© Hawlfraint a hawliau cronfa ddata cyfyngedig Tŷ Gwybodaeth ar Lywodraeth Leol [blwyddyn cyflenwi] [rhif y drwydded]'

and

5.2.2 the following acknowledgement in a conspicuous position in all copies of any AddressBase Dataset which includes data relating to Scotland:

'This product contains data created and maintained by Scottish Local Government'.

6 Address Datasets

6.1 Where Licensed Data includes any Address Dataset, the terms of Appendix 7 apply in addition to the other terms of this Contract. Where there is any conflict between the terms of Appendix 7 and the terms of the Contract, Appendix 7 shall take precedence. In particular any Licensed Use granted to your Customers in respect of the Address Datasets shall be varied and restricted as set out in Appendix 7 Part C.

7 OS MasterMap Imagery Layer

7.1 Where the Licensed Data includes OS MasterMap Imagery Layer, the terms in this paragraph 7 apply in addition to the other terms of this Contract. Where there is any conflict between the terms of this paragraph 7 and the terms of the Contract, this paragraph 7 shall take precedence.

7.2 OS MasterMap Imagery Layer Data is Crown Copyright.

7.3 OS MasterMap Imagery Layer Data may include data that has originated from either Getmapping plc, UK Perspectives Limited or InfoTerra Limited and therefore, in addition to the copyright notice required by Clause 6.3 of the Framework, you, your Resellers, and Customers shall include the following acknowledgement in a conspicuous position in all copies of OS MasterMap Imagery Layer Data:

"OS MasterMap Imagery Layer has been created using Ordnance Survey's own imagery and imagery from other suppliers. This data may contain imagery data sourced from Getmapping plc, imagery data sourced from UK Perspectives Limited and/or imagery data sourced from InfoTerra Limited."

Part C: Additional terms relating to Pre Migration Data and Migration Data

1 Definitions

1.1 In this Part C:

1.1.1 **New Sub-licence** means a Customer Sub-licence for Migration Data which you grant to a Customer who, immediately prior to the commencement of such Customer Sub-licence, was licensed for Pre Migration Data for that Migration Data and includes (for the avoidance of doubt) a Customer Sub-licence amended in accordance with paragraph 3.2.1;

1.1.2 **Royalty Adjustment** is an amount equal to $A - B$ where:

- a) **A** comprises the annual Royalty payable in relation to a Customer for Migration Data for the Unelapsed Period (pro rated on a daily basis); and
- b) **B** is the annual Royalty paid or payable in relation to a Customer for its Pre Migration Data for the Unelapsed Period (pro rated on a daily basis); and

1.1.3 **Unelapsed Period** means, where you have amended a Customer Sub-licence in accordance with paragraph 3.2.1, the unelapsed period of the amended Customer Sub-licence for which Royalties for your existing Pre Migration Data have already been paid.

2 Continuing rights to Pre Migration Data

- 2.1 If your Customer enters into a New Sub-licence, you may include within it a licence for any applicable Pre Migration Data provided that such Pre Migration Data at all times has an area of coverage that is either identical to, or falls entirely within, the area of coverage of Migration Data for which your Customer is licensed under its New Sub-Licence (and for the avoidance of doubt, where your Customer reduces the area of coverage of Migration Data licensed under its New Sub-licence, the area of coverage of Pre Migration Data licensed under its New Sub-licence shall automatically be reduced accordingly).
- 2.2 Where you license Pre Migration Data under paragraph 2.1, your Customer may use such Pre Migration Data as if it were Licensed Data and references to 'Licensed Data' within this Contract shall be construed to include such Pre Migration Data provided that:

2.2.1 you agree that you shall not be permitted to supply Updates in relation to, or expand the area of coverage of, such Pre Migration Data; and

2.2.2 to the extent permitted by law, we exclude all liability in relation to any licence granted by you for Pre Migration Data under paragraph 2.1; and

2.2.3 where the Pre Migration Data is an Address Dataset, such Pre Migration Data shall include Cleansed Data (as defined in Part A of Appendix 7) created using such Pre Migration Data but shall exclude any other Royal Mail Data (as defined in Part A of Appendix 7) contained in such Pre Migration Data.

3 Customer migration to Migration Data

3.1 If, during the term of your Customer's Sub-licence for Pre Migration Data, your Customer wishes to migrate to Migration Data for such Pre Migration Data, you may permit your Customer to enter into a licence on terms no less onerous than, and which confers on your Customer rights which are no more generous than those contained in, the Migration Licence:

3.1.1 solely to the extent such Migration Data coincides with the Pre Migration Data for which your Customer is licensed; and

3.1.2 to allow your Customer to use such Migration Data in its business (in conjunction with the Pre Migration Data for which your Customer is licensed) in order to facilitate your Customer's migration to such Migration Data upon the termination of the Migration Licence.

The terms of the Migration Licence can be found on our Website.

3.2 Notwithstanding Clause 2.3 of the Framework or paragraph 1.5 of Appendix 6, subject to paragraph 3.4 and irrespective of whether it has first entered into a licence in accordance with paragraph 3.1, you may permit your Customer to migrate from Pre Migration Data Migration Data for such Pre Migration Data either by:

3.2.1 amending its existing Customer Sub-licence (provided that the date such Customer Sub-licence is due to expire is no sooner than 1 month after the proposed amendment date) solely by:

- a) replacing the Pre Migration Data licensed under such Customer Sub-licence with Migration Data for, and with the same area of coverage as, such Pre Migration Data;
 - b) making such amendments necessary to:
 - i) comply with any applicable requirement to display copyright acknowledgements under Part B of this Appendix 5; and
 - ii) enable you, at your discretion, to license Pre Migration Data pursuant to paragraph 2; and
 - c) at your discretion, varying the price paid by your Customer; or
- 3.2.2 terminating its existing Customer Sub-licence at any time provided that, immediately from the date of such termination, you enter into a new Customer Sub-licence with the Customer for Migration Data that:
- a) licenses the Customer:
 - i) for an area of coverage that includes the entire area of coverage of Pre Migration Data licensed to it under the terminated Customer Sub-licence; and
 - ii) to use the Migration Data on the same or a greater number of Terminals as the terminated Customer Sub-licence; and
 - b) has an initial term that expires no earlier than the expiry date of the initial term of the terminated Customer Sub-licence (for example, if the terminated Customer Sub-licence had a 3 year initial term and is terminated after 1 year and 6 months, the new Customer Sub-licence shall have an initial term of at least 1 year and 6 months).
- 3.3 Following the amendment or termination referred to in paragraph 3.2, Appendix 6 will be construed as follows in respect of the Datasets concerned:
- 3.3.1 where paragraph 3.2.1 applies and your Customer migrates to Migration Data other than at the end of a contract year (in which case paragraph 3.4 applies), then you shall pay to us, for the Unelapsed Period, an amount equal to the Royalty Adjustment Amount provided that:
- a) where the Royalty Adjustment Amount is a negative number, you shall not be entitled to any refund as a result of your Customer's migration to Migration Data; and
 - b) where the Royalty Adjustment Amount is payable, you shall include such Royalty Adjustment Amount in the next Royalty statement submitted by you pursuant to Appendix 6; and
- 3.3.2 where paragraph 3.2.2 applies, the Royalties paid (or payable) by you in relation to the Customer attributable to any unelapsed period (pro rated on a daily basis) of the Customer's terminated Sub-licence shall be deducted from the first year's Royalties payable under the new Customer Sub-licence.
- 3.4 Where paragraph 3.3.1 applies and your Customer migrates to the new Migration Data with effect from the commencement of a new contract year, you shall pay Royalties for the new Migration Data (instead of the existing Pre Migration Data) with effect from the start of the new contract year.

Appendix 7 Royal Mail Terms

Part A: Application of Royal Mail terms

Where the Licensed Data includes Address Datasets, the terms in this Appendix 7 apply in addition to the other terms of this Contract. Where there is any conflict between the terms of this Appendix 7 and the terms of the Contract, this Appendix 3 shall take precedence.

Part B: Definitions

In addition to the other definitions in this Contract, in this Appendix 7 the following words and phrases shall have the following meanings:

Alias	means the database known as the 'Alias File', which contains 'Locality', 'Thoroughfare', 'Alias – Delivery Point' and 'County Alias' details.
Cleansed Data	means any existing Record which has undergone Database Cleansing.
Cleansed Customer Database	means a Customer Database upon which Database Cleansing (or any element thereof) has been performed by a Customer.
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'.
Created Data	means any data added to a Customer Database or to create a new database where previously there was none, as a result of the carrying out of Data Creation.
Customer Database	means the Customer's electronic compilation of records, database or mailing list which existed prior to any Database Cleansing being carried out pursuant to the Customer's Sub-licence in respect of the same.
Customer Registration Form	means the form contained at paragraph 2 of Part D of this Appendix 7 that relates to OS MasterMap Address Layer 2 (for Multiple Residence Data).
Database Cleansing	<p>means any activity which involves the processing of a Customer Database using the Royal Mail Data and includes:</p> <ul style="list-style-type: none"> a) verification of an existing Record in the Customer Database as being the same as the entry on the Royal Mail Data; b) amendment of an existing Record in the Customer Database 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 in the Customer Database into a PAF format; d) flagging or marking of an existing Record in the Customer Database as being the same as the Royal Mail Data; e) adding further information derived from the Royal Mail Data to an existing Record in the Customer Database; and/or f) extracting duplicate existing Records in the Customer Database, <p>but does not include Data Creation.</p>

- 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 a Customer Database or to create a new database where previously there was none.
- Delivery Point** means a complete postal address (business or residential), including a Postcode, to which mail is delivered.
- European Commission Approved Transfers** means transfers of personal data; a) within the European Economic Area; b) to such other countries as are approved from time to time by the European Commission as having an adequate level of protection for personal information or c) which are protected by legislation or frameworks within other countries; where such legislation or framework have been approved by the European Commission as having an adequate level of protection for personal information.
- External Transaction Solution** means a Product and/or Service whereby the Customer operates a publicly available website (or a technical equivalent) which offers products and services to its Service Recipients and which can capture, verify, update or amend an address or postcode entered by a Service Recipient.
- Internal Transaction Solution** means a Product and/or Service whereby your Customer accesses or is able to access the Royal Mail Data for its own internal use by way of Transactions.
- Load-Balancing Purposes** means the purposes of splitting work, data, software or other materials between multiple computers, network links or other resources in order to optimise resource usage, minimise response time and improve reliability.
- 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.
- 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' will contain all those elements as indicated in the Table below.

PAF record element	A whole PAF record for full PAF comprises the following elements
Organisation Name	✓
Department Name	✓
PO Box	✓
Sub Building Name	✓
Building Name	✓
Building Number	✓
Thoroughfare	✓
Dependant Thoroughfare	✓
Dependant Locality	✓

Double Dependant Locality	✓
Post Town	✓
Postcode	✓
Delivery Point Suffix	✓
Checksum Digit	✓
UDPRN	✓
Postcode Type (small or large user)	✓
Small User Org Indicator	✓
Delivery Point Count for Postcode	✓
Mailsort code	✓
Concatenation Indicator	✓
Address Keys	✓
Organisation Key	✓
Number of Households	✓
DP Use Indicators	✓
Alias – Delivery Point	✓
Alias – Thoroughfare/Dependent Thoroughfare	✓
Alias – Locality	✓
Alias – Traditional County	✓
Alias – Former Postal County	✓
Alias – Administrative County	✓
For Welsh PAF Records only:	
Welsh – Dependent Thoroughfare	✓
Welsh – Dependent Locality	✓
Welsh – Double Dependent Locality	✓
Welsh – Post Town	✓

PAF Record Element	means an individual element of the data comprising a whole PAF Record each element being as indicated in the Table above.
Partner Registration Form	means the form contained at paragraph 1 of Part D of this Appendix 7.
Postcode	means a single alphanumeric code owned and developed by Royal Mail and allocated by Royal Mail to identify an address or number of addresses.
Record	means an individual entry in or to be made in a collection of data containing a Delivery Point or details of part of a Delivery Point and which may also contain a business or consumer name.
Royal Mail	means Royal Mail Group plc and/or Royal Mail Group Limited.
Royal Mail Agreement	means any agreement between Royal Mail and Ordnance Survey for the supply of any Royal Mail Data.

Royal Mail Data	means any or all of PAF and Multiple Residence Data, including any extracts from or updates to the same, as supplied or contained in any Address Datasets.
Service Recipient	means a recipient of products or services from the Customer. For the avoidance of doubt such recipient must be a third party and not a representative of the Customer itself.
Transaction	means, in response to a query relating to a Delivery Point (or part thereof) and/or the Alias data relating to a Delivery Point, a verification of that query and/or a return of data of up to a maximum of 100 Delivery Points and the Alias data relating to such returned Delivery Points (Maximum Data Return). For the avoidance of doubt: <ul style="list-style-type: none"> a) data comprising parts (rather than the whole) of Delivery Points may be returned; b) further searches within the returned data (provided no additional data is returned as part of such search) are not considered to be a further 'Transaction'; c) returns of data in excess of the Maximum Data Return shall be an additional 'Transaction' or additional 'Transactions' (as appropriate depending on the amount of data returned).
Transaction Management System	means a system or mechanism (whether electronic, software based or otherwise) to accurately count the number of Transactions to ensure that the Maximum Data Return is not exceeded in any single Transaction.

Part C: Royal Mail related terms

1	Grant of Licence	2.1.2	to Sub-partners or Resellers appointed directly by you, only for onward distribution by those Sub-partners or Resellers to Customers (and not to another level of Sub-partners or Resellers) in accordance with paragraph 2.1.1 above and Clauses 5.3 and 5.4 of the Framework.
1.1	You shall comply, and you shall procure that your Sub-partners, Contractors, Resellers and Customers comply (as applicable), with the terms set out in this Part C in respect of the Address Datasets.		
1.2	In addition to the obligations and restrictions in Clause 5.4 of the Framework and the various obligations and restrictions contained in this Contract, you shall, without limitation, procure that prior to supplying each Customer or Contractor or Sub-Partner or Reseller with any Product and/or Service, each Customer or Contractor or Sub-partner or Reseller has entered into a Sub-licence containing the restrictions and obligations set out in this Appendix 7. You shall procure that your Customers, Contractors, Sub-partners and Resellers (and Resellers' and Sub-partners' Customers) comply with the terms of such Sub-licences.	2.2	Customers shall have no right to sublicense (other than as expressly permitted in the grant of any rights for Licensed Use as modified by the terms of this Appendix 7), resell, assign or otherwise transfer any part of the Address Datasets contained in the Products and/or Services.
2	Conditions of Use	2.3	You shall procure that Customers shall not:
2.1	You may provide Products and/or Services incorporating Address Datasets in the following ways only:	2.3.1	use any of the Royal Mail Data to create its own products or services; or
2.1.1	to Customers, subject to the provisions of the Framework and this Contract, as modified by this Appendix 7; and	2.3.2	copy or reproduce (subject to paragraph 2.4), extract, publish or reutilise the whole or any part of the Royal Mail Data;

- 2.4 You and your Customers may make copies of the Royal Mail Data to the extent reasonably necessary for the following purposes only: back-up, security, disaster recovery and testing.
- 2.5 Customers may also make identical copies of the Royal Mail Data to the extent reasonably necessary for Load-Balancing Purposes. Customers shall ensure that such copies are not used for any other purpose and shall notify you and/or us where it does make any such copies.
- 3 Licensed Use – Standard**
- 3.1 The Customer's Licensed Use of Address Datasets (including Royal Mail Data), Created Data, Cleansed Customer Databases and External Transaction Solutions under Appendix 1 (Licensed Use – Standard) is as follows:
- 3.1.1 the Customer is licensed to use Address Datasets (including Royal Mail Data), Created Data (subject to the restrictions set out in paragraph 6) and Cleansed Customer Databases for Business Use as set out in paragraph 2 of Appendix 1; and
- 3.1.2 the Customer is licensed to use:
- a) Cleansed Customer Databases (subject to paragraphs 7.1 and 8.1); and/or
- b) Address Datasets on the internet as part of an External Transaction Solution; in either case for the purposes of Limited External Use as set out in paragraphs 3.1.1 and 3.1.3 of Appendix 1. References in such paragraphs to 'by generating a map' and 'to include a map' may be disregarded for the purpose of this paragraph 3.1.2.
- 4 Licensed Use – Infrastructure Body**
- 4.1 Where the Customer is an Infrastructure Body, the Customer's Licensed Use of Address Datasets (including Royal Mail Data), Created Data, Cleansed Customer Databases and External Transaction Solutions under Appendix 2 (Licensed Use – Infrastructure Body) is as follows:
- 4.1.1 the scope of the Customer's Business Use is as set out in paragraph 3.1.1 of this Part C;
- 4.1.2 the scope of the Customer's Limited External Use is as set out in paragraph 3.1.2 of this Part C;
- 4.1.3 the Customer is licensed to use:
- a) Cleansed Customer Databases (subject to paragraphs 7.1 and 8.1); and/or
- b) Address Datasets on the internet as part of an External Transaction Solution; in either case for the purpose of:
- i) Statutory Use as set out in paragraph 2 of Appendix 2; and/or
- ii) Public and Infrastructure Data Sharing as set out in paragraph 3 of Appendix 2.
- 5 Licensed Use – Public Body**
- 5.1 Where the Customer is a Public Body, the Customer's Licensed Use of Address Datasets (including Royal Mail Data), Created Data, Cleansed Customer Databases and External Transaction Solutions under Appendix 3 (Licensed Use – Public Body) is as follows:
- 5.1.1 the scope of the Customer's Business Use is as set out in paragraph 3.1.1 of this Part C; and
- 5.1.2 the Customer is licensed to use:
- a) Cleansed Customer Databases (subject to paragraphs 7.1 and 8.1); and/or
- b) Address Datasets on the internet as part of an External Transaction Solution; in either case for the purpose of Public Sector Use as set out in paragraph 3 of Appendix 3.
- 6 Data Creation**
- 6.1 The Customer shall not carry out any Data Creation unless:
- 6.1.1 it has the prior written consent of us and/or you;
- 6.1.2 such Data Creation is deemed to be a further copy of the Royal Mail Data; and
- 6.1.3 such Data Creation is in accordance with paragraphs 6.2 to 6.4 inclusive and paragraph 11.3 of Part C of Appendix 6.
- 6.2 Subject to paragraph 6.4, the Customer shall not supply or give access to any Created Data or any database or copy of a database (or in each case, part thereof) which includes any Created Data.
- 6.3 No limit shall apply to the number of Records that may be created on a Terminal on which Data Creation is being carried out, provided that such Created Data is only used and accessible on the same Terminal on which the Data Creation was carried out.
- 6.4 Created Data may be supplied or made available to or accessible by a maximum of 10 other Terminals internal to the same Customer, provided that:

6.4.1	the Customer is licensed for such number of Terminals;	8	Permitted use of Cleansed Customer Databases
6.4.2	no more than 10 000 Records may be made available in any 12 month period (each such Record being identical to the original PAF Record in terms of format, structure, content and functionality); and	8.1	Any Cleansed Customer Database, which (as a single database or as part of a series of connected databases) comprises all or substantially all the Delivery Points in the United Kingdom or any of England, Scotland, Wales or Northern Ireland, may only be supplied by the Customer to third parties (the First Level Third Parties) and by such First Level Third Parties to other third parties (the Second Level Third Parties) provided in each case that:
6.4.3	each such other Terminal shall not use the Created Data in connection with any other Royal Mail Data whether provided to it by another Terminal as Created Data or otherwise.		
7	Database Cleansing		
7.1	Customer is permitted to carry out Database Cleansing only in respect of its own Customer Databases and not any other databases and provided that it at all times complies with the provisions of paragraph 7.	8.1.1	neither the Customer nor any third party shall at any time promote, market, represent or hold out the Cleansed Customer Database as being a 'master' comprehensive postal address database or 'original' comprehensive postal address database or as being of any similar description;
7.2	For the purposes of paragraph 7:		
7.2.1	the meaning of ' series of connected databases ' shall include (but not be limited to) databases directly or indirectly derived from a single database or originating from the Customer;	8.1.2	such Cleansed Customer Database shall be supplied by the Customer to a First Level Third Party or by a First Level Third Party to a Second Level Third Party, in each case only as part of its normal data supply activities;
7.2.2	the meaning of ' substantially all ' can be determined qualitatively or quantitatively and shall be determined in the reasonable opinion of Royal Mail;	8.1.3	any such supply to a Second Level Third Party is subject to a requirement that the Cleansed Customer Database shall at all times be used only for the internal purposes of any such Second Level Third Party (and not for the supply to any other third party);
7.2.3	the expression ' normal data supply activities ' includes any activities carried out by the Customer as part of or in connection with its day to day business of providing address database services to third parties and may, as appropriate, include (but not be limited to) mailing list supply to mailing houses or other mailing list purchasers and the provision of sample address lists for market research purposes, but shall not include further database cleansing by the Customer, or the licensing of any third party by the Customer to reproduce the Cleansed Customer Database or to use it for database cleansing purposes; and	8.1.4	any such supply to a Second Level Third Party is subject to requirements on such Second Level Third Party not to reproduce or make any copies of the Cleansed Customer Database or of a substantial part thereof for supply to any other third party and not to make any such supplies;
7.2.4	any description of a ' comprehensive postal address database ' includes a description of an address database as comprising all or substantially all the delivery points in the United Kingdom, England, Scotland, Wales or Northern Ireland, or any description of similar meaning or effect.	8.1.5	during the period of the Customer Sub-licence and for a period of 6 years after its termination or expiry, any supply to any First Level Third Party or Second Level Third Party is subject to a prominent notice stating that the Cleansed Customer Database has been cleansed against Royal Mail's PAF being attached and embedded electronically in any soft copy of, and being attached to any hard copy medium comprising or containing any such Cleansed Customer Database; and
		8.1.6	such supply is expressly permitted by and in accordance with the terms of Licensed Use.

8.2 During the period of the Customer Sub-licence and for a period of 3 years after its termination or expiry, the Customer shall, upon request provide within 20 business days to us and/or you the name and contact details of all third parties to whom Cleansed Customer Databases have been supplied.

9 Internal Transaction Solutions and External Transaction Solutions

9.1 You shall procure that the Customer does not use the Address Datasets as contained in the Internal Transaction Solution or (as applicable) the External Transaction Solution elsewhere in its organisation or for any purpose other than to operate and use in conjunction with the Internal Transaction Solution or (as applicable) External Transaction Solution.

9.2 A Customer shall only use the External Transaction Solution to carry out Transactions for the purpose of capturing, verifying, updating or amending details entered by Service Recipients on the Customer's publicly available website.

9.3 You shall ensure that the External Transaction Solution is only used when (and that the External Transaction Solution is configured in such a way so that):

9.3.1 a request is initiated by a Service Recipient of the Customer via the Customer's publicly available website to verify, update or amend a single address or Postcode entered by that Service Recipient on the Customer's publicly available website; and

9.3.2 upon receipt of that request, to respond by returning a matching address or Postcode or confirming that the address inputted is a match.

9.4 Except where the Customer elects to pay a Royal Mail Royalty per annum (as per Table 9 in Part C of Appendix 6) rather than fees on a per Transaction basis, the Customer shall monitor and control the number of Transactions performed by means of a Transaction Management System and report this accurately to you and/or us. The Customer shall at all times ensure that the Maximum Data Return of 100 Delivery Points is not exceeded in any single Transaction.

9.5 You must require the Customer and its Service Recipients not to pass on any part of the Address Dataset obtained as a result of using the External Transaction Solution or Internal Transaction Solution to any third parties, unless expressly permitted in accordance with the terms of this Contract.

10 Corporate Licensee

The Customer shall acknowledge in the Customer Sub-licence that it has made all reasonable efforts to ascertain if it is a Corporate Licensee in advance of paying any fees to you or Sub-partner or Reseller (as applicable), 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 licence agreement with Royal Mail for the use of PAF. The Customer shall immediately advise you or Reseller, as appropriate, if it is, or at any stage during the Customer Sub-licence, becomes a Corporate Licensee.

11 Terminal limits

The Customer shall not allow any Terminals in excess of the number it has notified to you or Reseller, as appropriate to access or have the ability to access any of the Royal Mail Data. Customer shall have in place a reasonable mechanism or process that ensures that the number of Terminals accessing the Data can be promptly identified.

12 Trials and tests by potential Customers

12.1 Where you provide Products and/or Services containing any Address Dataset to Customers for trial and testing purposes, in addition to the requirements of Clause 5.6.1 of the Framework you shall ensure that:

12.1.1 such supply is not for the purpose of receipt of fees or for other commercial gain by you or Customers in connection with such trial and testing;

12.1.2 trial and testing cannot be made available on or conducted via a publicly available website (or technical equivalent);

12.1.3 no Address Dataset is extracted for use other than in connection with such Product and/or Service, and where technically possible that you have taken reasonable steps to ensure that the Address Dataset contained in the Product and /or Service cannot be extracted other than for use in connection with such Product and/or Service;

12.1.4 all copies of the Products and/or Services are returned or destroyed (with written confirmation of the same) within 10 business days of expiry or termination of such agreement, or are automatically rendered inaccessible and unusable on expiry of such agreement.

13 Acknowledgment of Royal Mail terms

You acknowledge and agree that the obligations (vis-à-vis Customers) of, and limitations on use of Royal Mail Data by us under our agreements with Royal Mail shall apply to you and in particular (but without limitation) provide for the collection from Customers and remittance to us of Customer Royalties for the purpose of enabling us to fulfil our obligations to Royal Mail.

14 No Royal Mail warranties or approval

14.1 Subject to paragraph 14.1.5, you acknowledge and agree that Royal Mail:

14.1.1 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 connection with the Contract or its termination;

14.1.2 is not liable in any way in respect of any Royal Mail Data or Products and/or Services provided by you or Sub-partners or Resellers, as applicable, to Customers;

14.1.3 does not in any way warrant that Products and/or Services provided by you, Sub-partners or Resellers, as applicable, to Customers have been tested for use by any party or that such Products and/or Services will be suitable for or be capable of being used by any party;

14.1.4 shall not be obliged in any circumstances to provide any Royal Mail Data or any Products and/or Services direct to the Customer; and

14.1.5 does not exclude liability for any personal injury or death which is caused by its negligence or for any other liability which may not be excluded by law.

14.2 You shall not advertise any Products and/or Services as Royal Mail approved or anything similar.

15 Reporting by you

15.1 You shall complete and provide to us the Partner Registration Form contained at Part D of this Appendix 7 and shall procure that Sub-partners shall complete and provide to us the Partner Registration Form, and you shall, and shall procure that all applicable Sub-partners shall, ensure that all Customers who are licensed for OS MasterMap Address Layer 2 shall complete the Customer Registration Forms contained at Part D of this Appendix 7, in each case within 7 days of entering into this Contract or the applicable Sub-licence. You shall provide us with, and shall procure that Sub-partners shall provide us with details of any changes to such forms, within 10 business days of request.

15.2 You shall within 10 business days of request from us (or Royal Mail) provide to us (or Royal Mail where applicable) such of the following as may be requested from time to time:

15.2.1 copies of all Sub-licences;

15.2.2 details of the names and addresses of Contractors and Customer Contractors and such other details as Royal Mail may reasonably request;

15.2.3 details of each Sub-partner, Reseller and Customer that has made any copies of the Royal Mail Data (or any part thereof) for Load-Balancing Purposes;

15.2.4 the name and contact details of all third parties to whom each Customer has supplied a Customer Database; and

15.2.5 details of any Customer who is a Corporate Licensee. For the avoidance of doubt you shall advise us of any Customer that is a Corporate Licensee within 10 business days of you being so notified by the Customer.

- 16 Contractors, Sub-partners and Resellers**
- 16.1 Prior to supplying any Contractor, Sub-partner or Reseller with Products and/or Services containing Address Datasets, you shall procure that such Contractor, Sub-partner or Reseller has entered into an agreement with you. In relation to such agreement, you shall, without limitation, ensure that in addition to the conditions you are required to include in such agreements pursuant to clause 5.4 of the Framework:
- 16.1.1 any rights reserved in this Contract, and the Agreement in relation to Ordnance Survey Data for our benefit and, in relation to Royal Mail Data, for the benefit of Royal Mail, shall be reserved;
- 16.1.2 any Sub-licence in respect of any Address Dataset shall be terminated automatically on the termination of this Contract;
- 16.1.3 any grant of rights to a Customer by the Sub-partner or Reseller shall contain the terms which are specified in Clauses 5.4 and 5.7.3 of the Framework and this Appendix 7; and
- 16.1.4 those provisions of this Appendix 7 which are relevant to Contractors, Sub-partners or Resellers are incorporated in such agreement.
- 17 Copyright and database right**
- 17.1 Title to any copies that you make of an Address Dataset shall pass to us (or Royal Mail to the extent that the copy consists of PAF or Multiple Residence Data) on their creation.
- 18 Termination**
- 18.1 In addition to the provisions set out in Clause 10.4 of the Framework we may terminate this Contract with immediate effect on giving written notice to you in the event that:
- 18.1.1 you breach any of the terms of this Contract and (where such breach is capable of being remedied) you fail to remedy the position within 20 business days of the date of written notification of such breach;
- 18.1.2 you are in breach of your obligations under this Appendix 7;
- 18.1.3 any Royal Mail Agreement terminates or expires for any reason whatsoever; and/or
- 18.1.4 you or a Contractor, Sub-partner, Reseller or a Customer discloses any information relating to the business of Royal Mail which is specified by Royal Mail as being confidential or which is of a confidential or proprietary nature relating to the business, operations, customers, processes, budgets, product information, know-how and strategies of Royal Mail.
- 18.2 Any Sub-licence to a Customer, Contractor, Sub-partner or Reseller (in this paragraph referred to as a **sub-licensee**) shall terminate immediately if:
- 18.2.1 the sub-licensee is in breach of any Royal Mail related restrictions or obligations, and where the breach is remediable fails to remedy the position within 20 business days of the date of written notification from us or you of such breach;
- 18.2.2 the sub-licensee is unable to pay its debts as they fall due or otherwise becomes insolvent, or if a receiver or an administrative receiver is appointed over any or all of the assets of the sub-licensee, or if any arrangement, compromise or composition of the sub-licensee's debts is proposed or made by the sub-licensee, or if the sub-licensee enters into any proceedings or if any analogous event occurs in any other jurisdiction in which the sub-licensee carries out its business;
- 18.2.3 the sub-licensee discloses any information relating to the business of Royal Mail which is specified by Royal Mail as being confidential or would be defined by the Framework as being Confidential Information; and/or
- 18.2.4 this Contract is terminated for any reason.
- 18.3 Subject to paragraph 18.4, within 30 days of termination or expiry (whichever is the earlier) of a Sub-licence, the relevant sub-licensee shall permanently delete or destroy (or arrange the destruction of) all copies of Address Datasets (including without limitation all Royal Mail Data, and any part of such data) and all supporting documentation supplied to it which in each case it is reasonably able to destroy or delete, and which are the subject of the Sub-licence (including any Address Dataset and/or Royal Mail Data embedded in any other material) which the sub-licensee holds or is responsible for, and provide at our request, a sworn statement by a duly authorised executive that this has been done.

18.4 Following expiry or termination of this Contract, you shall be entitled to retain a copy of the Royal Mail Data for archive purposes, to be used only in the event of and for the purposes of audit, to meet any legal or regulatory requirements or the requirements of a court of competent jurisdiction or as otherwise agreed with Royal Mail.

19 Confidentiality

19.1 You acknowledge that we may supply information provided to us pursuant to this Contract to Royal Mail upon request. The provisions of this paragraph 19.1 shall apply equally to any Confidential Information provided to us by you and you agree that, notwithstanding the provisions of Clause 14 of the Framework, such Confidential Information may be copied and disclosed to Royal Mail in the circumstances set out in this Appendix subject to Royal Mail agreeing to treat such information as Confidential Information.

19.2 Notwithstanding the provisions of paragraph 19.1 above, you hereby authorise us to provide your details (including contact details and Partner Registration Forms), any Royal Mail related details from your Royalty statements and the date of this Contract to Royal Mail.

20 Contracts (Rights of Third Parties) Act 1999

20.1 This paragraph 20 shall supersede the provisions of Clause 19 of the Framework in its entirety.

20.2 Apart from Royal Mail a person who is not a party to this Contract has no right under the *Contracts (Rights of Third Parties) Act 1999* to enforce or enjoy the benefit of any terms of this Contract, but this does not affect any right or remedy of a third party which exists or is available apart from that Act. For the avoidance of doubt, Royal Mail shall be reserved rights to directly enforce such terms of this Contract as contain any Royal Mail related restrictions or obligations or otherwise relate to Royal Mail, by virtue of the *Contracts (Rights of Third Parties Act) 1999*.

20.3 We and Royal Mail shall be reserved rights to directly enforce such terms of any Sub-licence as contain any Royal Mail related restrictions or obligations or otherwise relate to Royal Mail, by virtue of the *Contracts (Rights of Third Parties Act) 1999*.

21 Survival

21.1 The provisions of those paragraphs of this Appendix intended to survive expiry or termination of this Contract shall continue to operate after expiry or termination of this Contract or any Sub-licence.

22 Data Protection

22.1 Your attention is drawn to the *Data Protection Act 1998*, Directive 95/46/EC of the European Parliament and any legislation and/or regulations implementing them or made in pursuance of them (the **Data Protection Requirements**). You acknowledge that Royal Mail is the data controller in respect of any personal data in the Royal Mail Data. Royal Mail and we and you acknowledge that you are the data controller in respect of any personal data in your own database whether it has been cleansed, modified or otherwise. You agree not to do or omit to do any act which would place you, any Sub-partner or Reseller, us or Royal Mail in breach of the Data Protection Requirements and you warrant to us and Royal Mail that you will duly observe all your obligations under the Data Protection Requirements which arise in connection with the performance of the Contract or any Sub-licence. You further agree that you shall:

22.1.1 implement appropriate technical and organisational measures to protect personal data within the Royal Mail Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access;

22.1.2 promptly refer to Royal Mail (either directly or indirectly via us) any queries relating to the personal data within the Royal Mail Data from data subjects, the Information Commissioner or any other law enforcement authority, for Royal Mail to resolve;

22.1.3 promptly upon request from Royal Mail provide such information to Royal Mail as Royal Mail may reasonably require to allow it to comply, in relation to the personal data within the Royal Mail Data, with the rights of data subjects, including subject access rights, or with information notices served by the Information Commissioner; and

22.1.4 ensure that if, during the term of the Contract or any Sub-licence, you intend to make any transfers of personal data within the Royal Mail Data which are not European Commission Approved Transfers, then you shall, prior to any such transfer, obtain Royal Mail's consent and at your own cost provide such further information and sign such further documents, agreements, or deeds as Royal Mail may require to ensure the adequate protection of the personal data.

For the purpose of this paragraph 22 'data controller', 'data subject', 'personal data' and 'processing' shall have the meanings ascribed to them in the *Data Protection Act 1998*.

23 Audit, compliance and reporting

23.1 You shall keep a complete and accurate audit trail of all financial and non-financial transactions relating to your Sub-licences and shall retain the same for a period of 6 years. You shall grant us and/or Royal Mail and/or their agents reasonable accompanied access on reasonable prior notice, during working hours, to your premises, accounts and records relevant to the Sub-licence for the purposes of verifying and monitoring your compliance with your obligations under the Contract and any Sub-licence (the **Audit**) and shall provide all reasonable co-operation and assistance in relation to the Audit. Royal Mail shall not carry out an Audit more than once in any 12 month period except where it reasonably suspects that you have failed to comply with any of your obligations under the Contract or any Sub-licence.

23.2 You shall comply with all laws and regulations applicable to its use of the Royal Mail Data.

24 IPR

24.1 Royal Mail Data and all IPR subsisting in and/or relating to Royal Mail Data from time to time are and shall remain the property of Royal Mail or its licensors. You shall acquire no rights in the Royal Mail Data or the IPR except as expressly provided in the Contract. The Contract shall not operate as an assignment by Royal Mail or us of any IPR subsisting in and/or relating to Royal Mail Data.

24.2 Royal Mail reserves all its IPR in the Royal Mail Data and reserves its rights under the Contract (including rights to take enforcement action) in relation to any use of the Royal Mail Data (or any part of it) by you which is not permitted under the Contract. This shall include, without limitation, provision to a third party of a copy of or access to any database which is in breach of or results from a breach of the Contract.

24.3 You shall not remove or tamper with any IPR notice attached or used in relation to the Royal Mail Data. The Contract shall not grant to you any right to use any of the trade marks, service marks, business names or logos of Royal Mail.

