



Data Contract

V01-2-2015

Data Contract

Background:

This Distribution Contract (**Contract**) is made between WeGetGEO Limited (company number 8615039) (**we, us, our, WGG**), an Ordnance Survey Licensed Partner authorised to distribute Ordnance Survey Licenced Data and you, the person or entity entering into this Contract in accordance with the terms of the Framework (**you, your**). This Contract sets out the commercial terms on which you may use Licensed Data.

Summary of key terms

To help you understand this Contract we have set out below a summary of some of the key terms. Please note this summary is not a substitute for the terms of this Contract which you should read in full.

- This contract enables you to use Licensed Data for your business use (see Clause 2). Business use means internal business use with some limited externalisation rights – see Clause 2 and Appendices 1 to 4.
- Slightly different business use rights may be granted depending on whether customers are 'Infrastructure Bodies' or 'Public Bodies' (see Definitions and Appendices 2 and 3).
- License Fees are calculated based on a number of factors including the particular Licensed Data, the area of coverage supplied, the density of the geography supplied, the number of Terminals licensed, and the period of licence (see Appendix 6).
- The contents of this Contract are as follows:
 - Clauses 1 to 12: General terms of Contract
 - [Appendix 1:](#) [Licensed Use – Standard](#)
 - [Appendix 2:](#) [Licensed Use – Infrastructure Body](#)
 - [Appendix 3:](#) [Licensed Use – Public Body](#)
 - [Appendix 4:](#) [Ancillary Rights to Customer's Licensed Use](#)
 - [Appendix 5:](#) [Third Party and Dataset Specific Terms](#)
 - [Appendix 6:](#) [Royalty Fees](#)
 - [Appendix 7:](#) [High Resolution Data Specification](#)
 - [Appendix 8:](#) [Definitions and Interpretation](#)

1 Definitions & interpretations

- 1.1 Appendix 8 provides for the definition and interpretation of words used in this Contract.
- 1.2 **Ancillary Rights, Commencement Date, Land-Line Data, Licensed Data, and OSCAR Data, and Term** shall have the meanings given to them in the remaining Clauses of this Contract.
- 1.3 **Cleansed, Data Extraction, Excepted End User, Extracted Data, PAF Data, Postcode, Royal Mail, Transaction, Transaction Management System, Website Transactions and Website Use** shall have the meanings given to them by the Royal Mail.

- 1.4 References to a Clause or Appendix are to a Clause or Appendix of this Contract, unless a clause of the Framework is specifically referred to.

2 Licensed Use and relevant licence rights that may be granted to Customers

2.1 Not used

Not used.

2.2 Customer's Licensed Use

- 2.2.1 Your Licensed Use is a non-exclusive, non-transferable licence for the following use only for the duration of Your licence:
- a) the use in accordance with Appendix 1; or
 - b) the use in accordance with Appendix 2 where You are an Infrastructure Body; or
 - c) the use in accordance with Appendix 3 where You is a Public Body.
- 2.2.2 Solely to the extent necessary to enable you to be granted Perpetual Imagery Rights, the licence granted under Clause 2.2.1 is perpetual.

2.3 Ancillary Rights to Customer's Licensed Use

In addition to Your Licensed Use rights, we may grant you the Ancillary Rights set out in Appendix 4.

2.4 Licensed Use Term

The duration of your Contract to use Licensed Data shall not:

- a) be less than a year, or
- b) exceed 5 years where you agree to receive a re-supply of Licensed Data at least annually as part of a multi-year agreement.

3 Licensed Data

3.1 Your Licensed Data

- 3.1.1 The Licensed Data is each of the following Datasets that are from time to time you may order from us as being your Licensed Data under this Contract.

OS MasterMap® Topography Layer

OS VectorMap® Local

OS VectorMap® Local Black and White Raster

OS VectorMap® Local Colour Raster

OS VectorMap® Local Colour Raster – Backdrop

1:25 000 Scale Colour Raster

1:25 000 Scale Colour Raster (660 DPI)

1:50 000 Scale Colour Raster

1:50 000 Scale Colour Raster (660 DPI)

Code-Point®

Code-Point® with polygons

OS Terrain® 5

OS MasterMap® Integrated Transport Network™ Layer – Road Network

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

OS MasterMap® Integrated Transport Network™ Layer – Urban Paths Theme

OS MasterMap® Networks – Water Layer

AddressBase®

AddressBase® Plus

AddressBase® Premium

OS MasterMap® Imagery Layer

Points of Interest

Historical Licensed Data (1:1 250 scale)

Historical Licensed Data (1:2 500 scale)

Historical Licensed Data (1:10 000 scale)

Historical Licensed Data (1:10 560 scale)

3.2 **High Resolution Data**

In this Contract references to 1:25 000 Scale Colour Raster and 1:50 000 Scale Colour Raster shall respectively include, where the context permits, references to 1:25 000 Scale Colour Raster (660 DPI) and 1:50 000 Scale Colour Raster (660 DPI).

3.3 **Third Party and Dataset Specific Terms**

3.3.1 The following Datasets are subject to the additional specific terms in Appendix 5:

OS MasterMap Topography Layer
OS MasterMap Integrated Transport Network Layer
OS VectorMap Local
OS Terrain 5
Points of Interest
Pre Migration Data and Migration Data

3.3.2 Each of the Address Datasets contains IPR owned, in part, by Royal Mail. Accordingly, the Address Datasets are subject to the additional specific terms set out in the Royal Mail PAF Solutions Provider Licence.

3.3.3 Where there is any conflict between the terms of the Royal Mail PAF Solutions Provider Licence and the terms of the Contract, the Royal Mail PAF Solutions Provider Licence shall take precedence.

3.4 **Historical Licensed Data**

3.4.1 Notwithstanding Clause 3.1.1, you are not licensed to use any scale of Historical Licensed Data as Licensed Data under this Contract unless such Historical Licensed Data is lawfully in your possession independently of this Contract. Accordingly, we shall have no obligation to supply Historical Licensed Data or Updates to any Historical Licensed Data to you under Clause 3 of the Framework.

3.4.2 For the avoidance of doubt:

- a) we give no warranty in respect of any Historical Licensed Data; and
- b) subject to Clause 12.1 of the Framework, we shall have no liability for any loss or damages you may suffer as a result of any use, loss, deletion or destruction of any Historical Licensed Data or as a result of us not supplying or updating any Historical Licensed Data.

4 Term and Renewal of this Contract

4.1 **Commencement Date:** The date specified as the commencement date for this Contract and shown in your Order Confirmation.

4.2 **Initial Term:** The period of time from the Commencement Date that is specified in the Order Confirmation as being the initial term of this Contract (such period of time being either 1 year, 2 years, 3 years or 4 years).

4.3 **Renewal Period:** A period of time whose duration is of the same number of years as the Initial Term, or such other period of time as may be agreed between you and us (such other period of time being either 1 year, 2 years, 3 years or 4 years) and shown on your Order Confirmation.

4.4 Renewal

This Contract will automatically renew on the expiry of the Initial Term (or the then current Renewal Period) and continue for a further Renewal Period unless we terminate this Contract with effect from the expiry of the Initial term or any Renewal Period by serving at least 30 days' prior written notice on you. You agree to us automatically raising an invoice and sending this to the Primary contact shown in Table 1 of your Order Confirmation. You agree to payment of this our invoice within 30 days. Your right to use Licensed Data as contained on the Order Confirmation does not occur until payment has been received by us. You are responsible for notifying us of any change in Primary contact details. Unless written confirmation of termination of this Contract is received by Us marked for the attention of the Managing Director at WeGetGEO's address shown on our Website or to the email address Renewals@WeGetGEO.com, this Agreement will automatically renew and renewal notification will be provided by Us.

5 Not used

Not used.

6 Not Used

Not used.

7 Digitisation

You shall not be permitted to digitise any features from, or convert into vector format, any of the following Datasets:

OS VectorMap Local Black and White Raster
OS VectorMap Local Colour Raster
OS VectorMap Local Colour Raster – Backdrop
1:25 000 Scale Colour Raster
1:50 000 Scale Colour Raster
OS MasterMap Imagery Layer

8 Customer Created Analytics Data

- 8.1 Save as otherwise agreed in writing, you shall ensure that you assign IPR in Customer Created Analytics Data you create to us and the Ordnance Survey Great Britain to the extent it was created using Licensed Data and, in turn, we grant you the right to grant you a royalty free licence to use such data for your own Licensed Use and to retain it in perpetuity solely for your own Licensed Use (as per paragraph 3.1 of Appendix 4).

9 Branding

- 9.1 Not used.
- 9.2 You shall not without our written consent, use the name of any Licensed Data or any OS product name.

10 Survival on Termination

Those provisions of this Contract intended to survive termination or expiry, including paragraphs 2, 3, 5.4 and 6 of Appendix 4, shall survive the termination or expiry of the Agreement and/or this Contract.

11 Order Confirmation

- 11.1 We will send the Primary Contact an Order Confirmation that details the Licensed Data supplied by us. On supply of each Order Confirmation and where you have more than one currently supplied Licensed Data we shall confirm these in a statement outlining your Licensed Data that you have licensed with us.

12 Corporate Group Data Sharing

- 12.1 Where we grant you a license that is for Corporate Customers and for Corporate Group Data Sharing, in accordance with paragraph 5 of Appendix 1, the following conditions shall apply:
- 12.1.1 you may not make any of the Address Datasets comprising Specified Licensed Data available to be licensed for Corporate Group Data Sharing by you if you do not hold an appropriate Royal Mail Corporate Licence;
- 12.1.2 any licence granted, pursuant to Clause 12.1.1, for Corporate Group Data Sharing of any Address Dataset comprising Specified Licensed Data shall terminate immediately upon you ceasing to be party to an appropriate Royal Mail Corporate Licence;
- 12.1.3 a person shall not be entitled to be a Corporate Group Member:
- a) if it is not a member of your Corporate Customer's Corporate Group; and
 - b) until the Corporate Customer has ensured that each person it wishes to be a Corporate Group Member is aware of, and agrees to, the licensing terms applicable to its use of Specified Licensed Data under this Contract;
- 12.1.4 each Corporate Group Member may use Specified Licensed Data in accordance with Appendix 1 and Appendix 4 as if (to the extent the context permits) references in those provisions to:
- a) the 'Customer' or the 'Corporate Customer' (or similar terms) were references to the relevant Corporate Group Member; and
 - b) 'Licensed Data' were references to the Specified Licensed Data supplied to such Corporate Group Member in accordance with this Contract;
- 12.1.5 the Corporate Customer shall maintain a written record of each Corporate Group Member and upon our written request it shall provide a copy of that written record to us;
- 12.1.6 you shall pay the applicable License Fees set out in any of our quotations; and

12.1.7 for the avoidance of doubt, each Corporate Group Member shall comply with Clause 6.4 of the Framework.

13 Not used

13.1 Not used.

13.2 Not used:

Appendix 1 Licensed Use - Standard

1 Licensed Use

1.1 Your Licensed Use of Licensed Data is:

- 1.1.1 Business Use as set out in paragraph 2;
- 1.1.2 Limited External Use as set out in paragraph 3;
- 1.1.3 Public Body and Infrastructure Body External Use as set out in paragraph 4; and
- 1.1.4 (subject to you paying the appropriate License Fees in respect of the Licensed Data concerned) Corporate Group Sharing as set out in paragraph 5.

2 Business Use

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

3 Limited External Use

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

- 3.1.1 **to promote or further** Your own business by generating a map which demonstrates one or more of the following:
 - a) the location of the premises and static assets which You owns, leases or manages;
 - b) the location of a bespoke event organised by You up to and for the duration of the event;
 - c) directions or routes (which are not specific to any particular customer or third party) to the premises or static assets in paragraph 3.1.1 a) or event in paragraph 3.1.1 b);
 - d) the scope of Your area of operation;
- 3.1.2 **to report** on Your own business by including a map in:
 - a) an annual report on the affairs of Your business or for accounting purposes, in each case produced to comply with a statutory obligation (including, without limitation, section 415 of the *Companies Act 2006*); and/or
 - b) a report to be submitted to a regulatory body to which You is subject in order to meet that regulatory body's requirements; and/or
- 3.1.3 in connection with your **professional services** but solely in the following ways, either:
 - a) to include a map within any professional services provided by You to your clients, such map only to be used (in the case of a business client) for the internal administration and operation of such client's business; or
 - b) to include a map in an advertisement in respect of the sale or letting of a property which is owned or leased by any of Your clients provided that any such advertisement may only be published either:
 - i) in a periodical published in paper format by a third party provided that any map contained in Your advertisement may not feature in any electronic reproduction of such periodical which is published on the internet or in any other format;

- ii) in paper format within Your own publication; or
- iii) in electronic format on Your own website,

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

3.2 Limited External Use is subject to the following conditions:

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

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

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

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

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

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

3.2.6 for the avoidance of doubt, You shall comply with Clause 6.4 of the Framework.

4 Public Body and Infrastructure Body External Use

4.1 Public Body and Infrastructure Body External Use is the supply of PBIB Licensed Data to a Public Body and/or an Infrastructure Body.

4.2 Public Body and Infrastructure Body External Use is subject to the following conditions:

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

- a) OS MasterMap Topography Layer; or
- b) an Address Dataset in which the PAF Data solely comprises of Cleansed Data.

4.2.2 **PBIB Recipient** means the Public Body and/or, subject to paragraph 4.2.3, the Infrastructure Body to whom PBIB Licensed Data is supplied, in accordance with paragraph 4.1 above;

4.2.3 where the PBIB Recipient is an Infrastructure Body, only the PBIB Licensed Data described in paragraph 4.2.1 b) may be supplied to it pursuant to paragraph 4.1 above;

4.2.4 both You and the PBIB Recipient must be licensed for Business Use or Public Sector Use for the same area of coverage of the same PBIB Licensed Data being supplied and/or received;

4.2.5 You shall obtain written confirmation from the PBIB Recipient to whom you are supplying PBIB Licensed Data that the PBIB Recipient is licensed for Business Use or Public Sector Use as set out in Appendix 3, for the same area of coverage of the same PBIB Licensed Data being supplied;

4.2.6 You shall maintain a written record of:

- a) the names and addresses of PBIB Recipients to whom you have supplied PBIB Licensed Data;
 - b) the PBIB Licensed Data which was supplied by you to the PBIB Recipients; and
 - c) when the PBIB Licensed Data was supplied by you to the PBIB Recipients, and upon our written request it shall provide a copy of that written record to us;
- 4.2.7 You shall not receive any direct or indirect payment, credit or money's worth for the supply of PBIB Licensed Data to a PBIB Recipient;
- 4.2.8 subject to Clause 12.1 of the Framework, we shall have no liability to You or the Sharing Party in respect of the PBIB Licensed Data supplied to a PBIB Recipient; and
- 4.2.9 for the avoidance of doubt, You shall comply with Clause 6.4 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

1 Licensed Use

1.1 Your Licensed Use of Licensed Data is:

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

2 Statutory Use

- 2.1 Statutory Use is the use of Licensed Data solely to satisfy an express written obligation imposed by a formal written enactment of a legislative authority that governs the United Kingdom of Great Britain and Northern Ireland, Scotland, Wales, and/or Northern Ireland to which You 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**).
- 2.2 Statutory Use is subject to the following conditions:
 - 2.2.1 the obligations in paragraphs 3.2.2, 3.2.3, 3.2.4 and 3.2.6 of Appendix 1 shall apply;
 - 2.2.2 You shall maintain a written record of its Statutory Use and upon our or your written request shall provide a copy of that written record to us; and
 - 2.2.3 You shall not receive any direct or indirect payment, credit or money's worth for the Statutory Use other than any License Fees which it is entitled to impose in accordance with the Relevant Enactment.

3 Public and Infrastructure Data Sharing

- 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).
- 3.2 Public and Infrastructure Data Sharing is subject to the following conditions:
 - 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;
 - 3.2.2 both You and the Sharing Party must be licensed for Business Use or Public Sector Use for the same area of coverage of the same Licensed Data being supplied and/or received;
 - 3.2.3 You 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;
 - 3.2.4 the use of the Licensed Data received by You from an Infrastructure Body shall be governed by Your Sub-licence for that Licensed Data;
 - 3.2.5 You 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;

- 3.2.6 You shall not receive any direct or indirect payment, credit or money's worth for the supply of Licensed Data to a Sharing Party;
- 3.2.7 subject to Clause 12.1 of the Framework, we shall have no liability to You or the Sharing Party in respect of the Licensed Data received from and/or supplied to a Sharing Party; and
- 3.2.8 for the avoidance of doubt, You shall comply with Clause 6.4 of the Framework.

Appendix 3 Licensed Use - Public Body

1 Licensed Use

- 1.1 Your 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 You is using Licensed Data under this Licence in an activity which:
 - a) competes with or substitutes an activity of a third party that is licensed for Licensed Data;
 - b) is reasonably likely to compete with or substitute 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 **Educational Funding Authority** means any of the following, or their successors: Higher Education Funding Council for England; Higher Education Funding Council for Wales; Scottish Funding Council; Department for Employment and Learning; Skills Funding Agency; Education Funding Agency; and Department for Children, Education, Lifelong Learning and Skills within the Welsh Assembly Government.
 - 2.1.5 **Educational Body** means any School, HFE Institution or Teachers' Training Establishment.
 - 2.1.6 **Educational Use** means use for the purposes of teaching, learning, research or study by a School, a Teachers' Training Establishment or an HFE institution.
 - 2.1.7 **Emergency Service** means any person, body or entity (other than You) involved in responding immediately to an Emergency Situation.
 - 2.1.8 **Emergency Situation** means an unforeseen act or event (beyond Your reasonable control) requiring You to respond urgently, including but not limited to any of the following: war; acts of god (including but not limited to fire, flood, earthquake, windstorm or other natural disaster); terrorist attacks; civil war; civil commotion; nuclear, chemical or biological contamination; interruption of utilities; and fire, explosion or accidental damage.
 - 2.1.9 **Emergency Use** means use of Licensed Data by an Emergency Service to enable the Emergency Service to respond immediately to an Emergency Situation.
 - 2.1.10 **Financial Gain** means any revenue or credit received which exceeds Your incremental costs of supplying or making available to a recipient any copy of any Licensed Data. Financial Gain does not include any receipts from Statutory License Fees.
 - 2.1.11 **HFE Institution** means a higher or further education institution or research council, in each case located in Great Britain and eligible to receive support from an Educational Funding Authority.

- 2.1.12 **INSPIRE End User** means a person entering into a Public Sector End User Licence – INSPIRE with You for the INSPIRE End User Purpose.
- 2.1.13 **INSPIRE End User Purpose** means the INSPIRE End User using the data for personal, non-commercial use.
- 2.1.14 **INSPIRE Regulations** means the INSPIRE Regulations 2009/3157.
- 2.1.15 **Public Sector End User** means a person entering into a Public Sector End User Licence with You.
- 2.1.16 **Public Sector End User Licence** means the licence of the same name (the term of which shall not exceed the term of Your Sub-licence) available on the Website and applicable to this Appendix 3.
- 2.1.17 **Public Sector End User Licence – INSPIRE** means the licence of the same name (the term of which shall not exceed the term of Your Sub-licence) available on the Website and applicable to this Appendix 3.
- 2.1.18 **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.
- 2.1.19 **School** means a state, public or independent school in Great Britain which is properly authorised as a School by the Department for Education or the Scottish Government Education Department (or their successors) and has a unique DCSF Reference Number (or its Department for Education equivalent) or Scottish SEED number, and excludes European schools.
- 2.1.20 **Statutory License Fees** means License Fees which a Customer is expressly permitted to License Fees 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.
- 2.1.21 **Teachers' Training Establishment** means an institution in Great Britain accredited as a provider of teacher training courses by the Training and Development Agency for Schools or by the Higher Education Funding Council for Wales, or their successors.
- 2.1.22 **WFS** means a service provided by You in accordance with the standard protocol for serving over the internet georeferenced data that is generated by a map server using data from a GIS database or server.
- 2.1.23 **WMS** means a service provided by You in accordance with the standard protocol for serving over the internet georeferenced map images that are generated by a map server using data from a GIS database or server.

2.2 For the avoidance of doubt, references to Licensed Data in paragraphs 3 to 9 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 6 and 7 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. For the avoidance of doubt, to the extent that Licensed Data includes Royal Mail Data, this paragraph 3 is subject to the Royal Mail PAF Solutions Provider Licence.

3.2 Public Sector Use does not entitle you 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;
- 3.2.3 in accordance with the INSPIRE End User Licensing provisions in paragraph 6;
- 3.2.4 in accordance with the Emergency Situations Licensing provisions in paragraph 7; and
- 3.2.5 where you make Licensed Data (specifically excluding 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 your Core Business and You comply with the obligations in paragraph 8.

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, Educational Bodies and (solely to the extent the Licensed Data concerned is Qualifying Licensed Data as defined in Appendix 1) other non-Public Body third parties 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 the Infrastructure Body, Educational Body or non-Public Body third party from whom Licensed Data is received pursuant to this paragraph 4;
 - 4.2.2 both You and the Sharing Party must be licensed for Business Use, Public Sector Use or Educational Use for the same area of coverage of the same Licensed Data being supplied and/or received;
 - 4.2.3 You shall obtain written confirmation from the third party to whom You is supplying Licensed Data that the third party is licensed for Business Use, Public Sector Use or Educational 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 You from an Infrastructure Body, Educational Body or non-Public Body third party shall be governed by the terms of Your Sub-licence;
 - 4.2.5 the supply by You to a third party is to support delivery of or to deliver Your Core Business;
 - 4.2.6 You shall maintain a written record of:
 - a) the names and addresses of Sharing Parties from whom it has received or to whom you have supplied Licensed Data;
 - b) the Licensed Data which was received by it from and/or supplied by you to the Sharing Parties; and
 - c) when the Licensed Data was received by it from and/or supplied by you to the Sharing Parties,and You shall retain the written record until it ceases to use the Licensed Data and no longer retains an archive of it in accordance with paragraph 5 of Appendix 4. Upon our written request You 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 You 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 You may supply copies of Licensed Data (specifically excluding Points of Interest Data) to Public Sector End Users solely to enable such Public Sector End Users to use the data to respond to, or interact with You to deliver or support the delivery of Your Core Business.
- 5.2 Subject to paragraph 5.7, where You supplies copies of Licensed Data under paragraph 5.1, you shall do so on the terms of the Public Sector End User Licence.
- 5.3 The Public Sector End User Licence shall be click accepted by a Public Sector End User prior to accessing the Licensed Data.
- 5.4 In making Licensed Data available under this paragraph 5, You shall comply with the watermarking obligation in paragraph 8.1.2 b) and shall ensure the Licensed Data includes Your licence number pre-fixed or suffixed with the letters 'EUL'.
- 5.5 In the event of any infringement or breach of our IPR by any party which we reasonably believe may have accessed our IPR from Your End User Licensing, you and You will, on our request, use your and its best endeavours to assist us with investigating, pursuing and/or remedying any such infringement or breach, including, in particular, identifying relevant Internet Protocol addresses, details of what Licensed Data has been supplied, dates of supply, identity of the Public Sector End User, whether a Public Sector End User Licence has been click accepted or deemed accepted, and terminating any relevant Public Sector End User Licence where requested by us.
- 5.6 You must agree:
 - 5.6.1 only to make available Licensed Data under this paragraph 5 where there is a specific requirement to do so, and where that requirement cannot be reasonably met by an alternative, such as public data viewing under paragraph 3.2.5 or through alternative data (such as OS OpenData). For the avoidance of doubt, where You wishes to make data available solely to comply with the transparency agenda, such compliance is not of itself considered to be a specific requirement;
 - 5.6.2 that any Licensed Data made available under this paragraph 5 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;
 - 5.6.3 to monitor its End User Licensing activities and to report the same to you and/or us, in accordance with any guidelines issued by us from time to time;
 - 5.6.4 to use reasonable endeavours to terminate all Public Sector End User Licences with effect from the date of expiry or termination of Your Sub-licence.
- 5.7 Where You is supplying hard copies of Licensed Data to Public Sector End Users solely for the purpose set out in paragraph 5.1, paragraphs 5.2 and 5.3 shall not apply and, instead, You shall ensure that the following licence condition is set out in legible font and in a conspicuous position on the hard copy:

'You are permitted to use this data solely to enable you to respond to, or interact with, the organisation which has provided you with the data. You are not permitted to copy, sub-license, distribute or sell any of this data to third parties in any form.'
- 5.8 Prior to providing Licensed Data to a Public Sector End User, you shall:
 - 5.8.1 ensure that the number of Terminals licensed for you use is sufficient to account for your own Licensed Use and the additional number of Terminals required by its Public Sector End Users; or
 - 5.8.2 extend the number of Terminals licensed under your Sub-licence to ensure compliance with 5.8.1 above.

6 INSPIRE End User Licensing

- 6.1 Where You are required to make available Licensed Data in order to comply with its obligations under the INSPIRE Regulations, you may supply copies of Licensed Data (specifically excluding Points of Interest Data) to INSPIRE End Users for the INSPIRE End User Purpose in accordance with this paragraph 6.
- 6.2 Where You supplies copies of Licensed Data under paragraph 6.1, you shall do so on the terms of the Public Sector End User Licence – INSPIRE.
- 6.3 Save where the Licensed Data is made available by way of a WMS or WFS, the Public Sector End User Licence - INSPIRE shall either be click accepted by an INSPIRE End User prior to accessing the Licensed Data, or deemed to have been accepted by an INSPIRE End User. Where not made available via click acceptance You shall ensure that the Public Sector End User Licence – INSPIRE terms are clearly drawn to the INSPIRE End User's attention prior to being given access to the Licensed Data, by means of a link to the Public Sector End User Licence - INSPIRE together with a statement in legible font in a conspicuous position that by using or accessing the Licensed Data the INSPIRE End User is deemed to have accepted the Public Sector End User Licence – INSPIRE. In addition, You will ensure that a link to the Public Sector End User Licence – INSPIRE is contained in the metadata, and that the metadata is made available with the Licensed Data.
- 6.4 Save where the Licensed Data is made available (i) by way of a WMS or WFS, and/or (ii) in vector format, You will:
 - 6.4.1 include a background watermark to identify the source of the Licensed Data at scales of 1:10 000 or larger. The watermark must appear at least once and cover at least 10% of the map image reproduced; and
 - 6.4.2 ensure that the Licensed Data includes:
 - a) the acknowledgement(s) required by paragraph 8.1.1; and
 - b) Your licence number pre-fixed or suffixed with the letters 'EUL'.
- 6.5 Where the Licensed Data is made available in vector format, other than via WFS, You shall ensure that copy protection measures are used.
- 6.6 As stated in paragraph 2.3 above, in this paragraph 6, references to Licensed Data are limited to Data created by You using Licensed Data and, for the avoidance of doubt, Licensed Data which has not been so created may not be supplied under this paragraph 6 as 'background' or otherwise.
- 6.7 Where You, under this paragraph 6, makes the Licensed Data available within a WMS and/or WFS:
 - 6.7.1 the url containing the Public Sector End User Licence – INSPIRE must be included within the WMS and/or WFS metadata, and must also be returned by GetCapabilities; and
 - 6.7.2 where practicable, You shall ensure that the Public Sector End User Licence – INSPIRE terms are clearly drawn to the end user's attention prior to or at the same time as being given access to the Licensed Data, by means of a link to the Public Sector End User Licence – INSPIRE together with a statement in legible font in a conspicuous position that by using or accessing the Licensed Data the end user is deemed to have accepted the Public Sector End User Licence – INSPIRE.
- 6.8 Your obligation in Clauses 4.1.3 and 9.1, of the Framework, to maintain records of those instances where Licensed Data is provided to a third party shall, in the case of any supplies made pursuant to this paragraph 6, not require You to capture and collect the names and contact details of INSPIRE End Users.
- 6.9 Paragraphs 5.5 to 5.6 above shall apply to any supply under this paragraph 6, with any necessary changes.

7 Emergency Situations Licensing

- 7.1 In Emergency Situations, You may provide Licensed Data (specifically excluding Points of Interest Data) to Emergency Services who are not licensed to use the same, to the extent required for, and for the purposes only of, Emergency Use.
- 7.2 Where You has provided Licensed Data to Emergency Services for Emergency Use, You shall within 60 days of such provision, provide us with:
- 7.2.1 a description of the precise Licensed Data that has been provided (including area of coverage);
 - 7.2.2 the format in which it was provided;
 - 7.2.3 the full correct name, address and contact details of the recipient Emergency Service;
 - 7.2.4 the date on which the Licensed Data was provided to the recipient Emergency Service; and
 - 7.2.5 a description of the particular Emergency Situation and the particular purpose for which the Emergency Use was required.
- 7.3 In the event that the recipient Emergency Service does not agree to license, return or destroy the data provided to it by You for Emergency Use, You agrees to use its reasonable endeavours to assist us in procuring that the Emergency Service concerned either destroys the data or returns it to us and/or You.

8 Customer Obligations

- 8.1 In addition to the other Customer obligations set out in the Framework and this Contract, You shall ensure that:
- 8.1.1 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 You or any Public Sector End User or INSPIRE End User produces;
 - 8.1.2 where You makes Licensed Data publicly available in accordance with paragraph 3.2.5 above:
 - a) in relation to Licensed Data made available as a raster file or a copy protected vector file only, You shall ensure that 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 i) to iii) below:
 - i) *'You are granted a non-exclusive, royalty free, revocable licence solely to view the Licensed Data for non-commercial purposes for the period during which [insert name of Customer] makes it available;*
 - ii) *you are not permitted to copy, sub-license, distribute, sell or otherwise make available the Licensed Data to third parties in any form; and*
 - iii) *third party rights to enforce the terms of this licence shall be reserved to Ordnance Survey';*

- b) where You makes Licensed Data available by way of a WMS or WFS, to the extent that the Licensed Data comprises 1:10 000 Scale Raster Data (as defined in paragraph 3 of Part A of Appendix 5), OS VectorMap Local, OS MasterMap Integrated Transport Network Layer, OS MasterMap Topography Layer, Land-Line Data (as defined in paragraph 1 of Part A of Appendix 5) or OSCAR Data (as defined in paragraph 2 of Part A of Appendix 5) please see the guidance at <http://www.os.uk/business-and-government/public-sector/mapping-agreements/wms-and-wfs-guidance.html> as to whether or not a background watermark to identify the source of the Licensed Data must be included. Where a watermark is required, it must appear at least once and cover at least 10% of the map image reproduced. For the avoidance of doubt, no watermarking is required where You makes Licensed Data available via electronic documents (e.g. a pdf), static internet image (i.e. a 'read only' raster format image which cannot be edited, manipulated, interrogated, geo-referenced or customised in any way or used within any geographical information system or comparable database or software system) or hard copy;
 - c) in relation to Licensed Data made available in hard copy form for members of the public to take away, You shall ensure that the following licence condition is set out in legible font and in a conspicuous position on the hard copy:
'You are not permitted to copy, sub-license, distribute or sell any of this data to third parties in any form'; and
 - d) for the avoidance of doubt, in relation to Licensed Data made available in hard copy form for members of the public to view, but not to take away, the obligation set out in paragraph 8.1.2 c) above shall not apply; and
- 8.1.3 where You makes Licensed Data available, either under this Appendix 3 or paragraph 1 of Appendix 4, by way of a WMS or WFS, You will comply with the guidance set out at <http://www.os.uk/business-and-government/public-sector/mapping-agreements/wms-and-wfs-guidance.html>.

9 Competing Activities and Commercial Activities

- 9.1 Nothing in this Appendix permits You or any person to use the Licensed Data for any Commercial Activities or Competing Activities.
- 9.2 Where we reasonably consider that Your 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 9.3 below and/or suspending the licence granted 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 OS as to the existence of a Competing Activity shall be final and conclusive.
- 9.3 Where Your use of Licensed Data is or is likely to constitute a Competing Activity or a Commercial Activity, You shall either:
 - 9.3.1 enter into a separate appropriate licence; or
 - 9.3.2 amend its planned or current use of the relevant Licensed Data so as to resolve the problem identified to our reasonable satisfaction.
- 9.4 You 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 Your breach of this paragraph 9. Nothing in Your licence shall limit or exclude Your liability to us under this indemnity.

Appendix 4 Ancillary Rights to Customer's Licensed Use

1 Customer Contractor Rights

We may grant Customers the right to sub license Licensed Data to Customer Contractors solely for the purpose of Your Contractor providing, or tendering to provide, You with goods or services for Your Licensed Use. Where we grant such rights to you, you shall procure that you are subject to and comply with the obligations set out in paragraphs 1.1 to 1.6.

1.1 Number of Terminals

1.1.1 Prior to providing Licensed Data to a Customer Contractor, a Customer shall:

- a) ensure that the number of Terminals licensed under your licence is sufficient to account for Your own Licensed Use and the additional number of Terminals required by its Customer Contractor; or
- b) extend the number of Terminals licensed to ensure compliance with 1.1.1 a) above.

1.1.2 For the avoidance of doubt, where you provide Licensed Data to your Contractor, you shall declare the number of terminals your Contractor is using.

1.2 Digital Form

If You provide Your Contractor with Licensed Data in a digital form, You shall ensure Your 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 paragraphs 1.1.1 to 1.1.5 of Appendix 3 of the Framework (which, for the avoidance of doubt shall include obligations in relation to copyright and database right acknowledgments equivalent to Clause 6.4 of the Framework).

1.3 Sharing of Licensed Data between Customer Contractors

Except in relation to Address Datasets and Points of Interest Data, You may grant your Contractors the right to supply and receive copies of Licensed Data in a digital form to and from your other Contractors provided that:

- 1.3.1 both your Contractors are licensed by You for the Licensed Data being supplied and/or received;
- 1.3.2 the goods or services which each Customer Contractor is providing, or tendering to provide to You shall each form part of a larger project or related series of works required by You;
- 1.3.3 your Contractor uses copies of Licensed Data supplied by another of your Contractor solely for the purpose of providing or tendering to provide goods or services to You as part of Your Licensed Use;
- 1.3.4 the use by your Contractor of Licensed Data supplied by another of your Contractor shall be governed by its agreement with You, referred to in paragraph 1.2;
- 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 your Contractor; and
- 1.3.6 your Contractor shall, prior to supplying any Licensed Data to another of your Contractor, obtain written confirmation from You that:
 - a) your Contractor is licensed by You for the Licensed Data being supplied; and

- b) the goods or services which each of your Contractor is providing, or tendering to provide to You, each forms part of a larger project or related series of works required by You.

1.4 **Paper Copies**

If You provide Your Contractor with Licensed Data in paper form (referred to in this paragraph 1.4 and paragraph 1.5 as **Paper Copies**), You shall not be required to enter into a formal written agreement with Your Contractor provided that You ensures that:

- 1.4.1 Your Contractor uses the Paper Copies solely for the purposes of providing, or tendering to provide, You with goods or services for Your Licensed Use;
- 1.4.2 the Paper Copies only cover an area that is proportionate to the amount of goods or services that Your Contractor is engaged to provide;
- 1.4.3 Your 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 Your Contractor destroys or returns to You all such Paper Copies immediately upon:
 - a) its completion of the tender or provision of goods or services referred to in paragraph 1.4.1; or
 - b) expiry or termination of this Agreement or Contract,whichever is the sooner, and provides, at Your request, a sworn statement by a duly authorised person that it no longer holds any such Paper Copies;
- 1.4.5 neither You nor Your 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 6.4 of the Framework and contain a statement stipulating that Your Contractor is permitted to use the Paper Copies solely for the purpose of assisting it with the delivery to You the goods or services it is engaged to provide.

1.5 You may permit your Contractor to supply Paper Copies to any third party provided that Your Contractor ensures that:

- 1.5.1 such third party is engaged to provide:
 - a) all or part of the works that Your Contractor is engaged to provide to You (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 You,and uses the Paper Copies solely for the purpose of providing a), b) or c) above to You for Your 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) **Contractor** shall mean **your Contractor**;
 - b) **Your 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 You and your Contractor.

1.6 **Liability for your Contractors**

Your liability to us under Clause 5.2.3 of the Framework shall extend to and include acts and omissions of your Contractors.

2 **Free to Use Data**

2.1 Subject to paragraphs 2.2 and 2.3 and you agreeing to comply with the provisions of paragraphs 2.2 to 2.6, we may grant you upon termination or expiry of your Data Contract (except where you terminate Your Sub-licence as a result of Your breach of Your Contract or its actual or anticipated insolvency) a non-exclusive, royalty-free, perpetual licence to use Free to Use Data for your Licensed Use (including the right to sub-licence such Free to Use Data to a Customer Contractor).

2.2 The licence granted in paragraph 2.1 shall entitle neither you nor any of 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).

2.3 Subject to Clause 12.1 of the Framework, we shall have no liability in respect of Your or any of Your 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).

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

© Crown copyright [and database rights] [insert year] OS [licence number].

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

2.5 If you breach any provision of this paragraph 2, the licence granted in paragraph 2.1 shall immediately terminate and you shall procure that you comply with an obligation equivalent to the Framework Contract in respect of its Free to Use Data.

2.6 Where you are in any doubt as to whether or not something constitutes Free to Use Data, you shall consult us for guidance.

3 **Customer Created Analytics Data**

3.1 You may be granted upon termination or expiry of your licence (except where you terminate as a result of a breach of your licence or its actual or anticipated insolvency) a non-exclusive, royalty-free, perpetual licence to use Customer Created Analytics Data for your Licensed Use (including to sub-licence such Customer Created Analytics Data to a your Contractor), provided only that this licence is subject to your compliance with paragraphs 2.2 to 2.6 (which shall be deemed to be amended as required so as to apply to Customer Created Analytics Data).

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

4 **Customer Data**

4.1 Where you create Data using or in conjunction with Licensed Data, and such Data:

4.1.1 does not comprise Free to Use Data; and

4.1.2 does not incorporate or infringe any IPR in the Licensed Data,

the terms of the Agreement do not apply to such Data.

4.2 Examples of Data that this paragraph applies to may be found on the Ordnance Survey's Website.

5 Public Data Sharing

Where you 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 we may license you for such Licensed Data provided that:

- 5.1 you and the Public Body are licensed for the same area of coverage of the same Licensed Data being supplied by the Public Body;
- 5.2 the licence to such Licensed Data shall be as set out in and subject to the terms of this Contract;
- 5.3 you procure that you shall maintain a written record of:
 - 5.3.1 the names and addresses of Public Bodies from whom you have received Licensed Data;
 - 5.3.2 the Licensed Data which was received by you from the Public Body; and
 - 5.3.3 when the Licensed Data was received by you from the Public Body;
- 5.4 you shall:
 - 5.4.1 retain the written records referred to in paragraph 5.3 for such time as you continue to use such Licensed Data or retain an archive of it in accordance with paragraph 6;
 - 5.4.2 provide us with a copy of such Licensed Data and the written record maintained by you in accordance with paragraph 4.3 upon written request being made by us; and
 - 5.4.3 reserve third party rights for OS to enforce the relevant clauses of the your Sub licence which reflect paragraphs 5.3 and 5.4;
- 5.5 subject to Clause 12.1 of the Framework, we shall have no obligation or liability to you, your Sub-partners in respect of the Licensed Data received by you from a Public Body; and
- 5.6 for the avoidance of doubt, save where expressly permitted under the Agreement, this Agreement does not entitle you to license you to receive and/or use Licensed Data from any other third party.

6 Archive Rights

We may permit you to retain (and, save in relation to Address Datasets, to permit their Customer Contractors to retain) the Licensed Data after termination of your licence in accordance with and subject to the Framework Contract.

Appendix 5 Third Party and Dataset Specific Terms

Part A: Legacy OS Data and Generalised Roads

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 paragraph 1.3 below, we grant you a non-exclusive, revocable, royalty-free licence to license (but for the avoidance of doubt, not to supply) to you OS Data known as Land-Line® and/or Land Line.Plus® (**Land-Line Data**). Land Line Data is no longer supplied or maintained by Ordnance Survey. Land-Line Data licensed to you in accordance with this paragraph shall:
 - 1.2.1 be limited to your existing holdings of Land-Line Data; and
 - 1.2.2 not exceed the area covered by your licence for OS MasterMap Topography Layer, and you 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.
- 1.3 There is no maximum number of Terminals upon which Land-Line Data may be used under the sub-licence granted under paragraph 1.2.
- 1.4 Your rights under this paragraph 1 are subject to the following conditions:
 - 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 You 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.

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 license (but for the avoidance of doubt, not to supply) to you OS Data known as OSCAR Traffic Manager® and OSCAR Asset Manager® (**OSCAR Data**). OSCAR Data is no longer supplied or maintained by Ordnance Survey.
- 2.3 OSCAR Data licensed to you in accordance with paragraph 2.2 above shall:
 - 2.3.1 not exceed the area covered by Your licence for OS MasterMap Integrated Transport Network Layer; and
 - 2.3.2 be limited to Your existing holdings of OSCAR Data.
- 2.4 You 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 You 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 OS VectorMap Local

3.1 In this paragraph 3:

3.1.1 **1:10 000 Scale Raster Data** means the OS Data known as 1:10 000 Scale Raster; and

3.1.2 **OS VectorMap Local Raster Product** means any of the following OS Data:

- a) OS VectorMap Local Black and White Raster;
- b) OS VectorMap Local Colour Raster; and
- c) OS VectorMap Local Colour Raster – Backdrop.

3.2 1:10 000 Scale Raster Data is no longer supplied or maintained by Ordnance Survey.

3.3 Where your Product and/or Service contains 1 or more Epochs of 1:10 000 Scale Raster Data, and you were previously entitled to include such 1:10 000 Scale Raster Data in your Product and/or Service pursuant to this Contract, you shall be entitled to use such 1:10 000 Scale Raster Data as if it were Licensed Data and references to 'Licensed Data' within this Contract shall be construed to include 1:10 000 Scale Raster Data provided that:

- 3.3.1 you shall not be required to pay any License Fees under this Contract in respect of any area of coverage of 1:10 000 Scale Raster Data in your Product and/or Service which is also covered by a licence under this Contract for OS VectorMap Local (provided that your use of any such 1:10 000 Scale Raster Data shall be subject to any conditions applicable to your licence for OS VectorMap Local under this Contract);
- 3.3.2 in respect of any area of coverage of 1:10 000 Scale Raster Data in your Product and/or Service which is not also covered by a licence under this Contract for OS VectorMap Local, you shall, in respect of each Epoch of such 1:10 000 Scale Raster Data in your Product and/or Service, pay License Fees as if each such Epoch of 1:10 000 Scale Raster Data was an OS VectorMap Local Raster Product;
- 3.3.3 we shall not be obliged to supply or deliver the 1:10 000 Scale Raster Data nor 1:10 000 Scale Raster Data Updates;
- 3.3.4 we give no warranty in respect of 1:10 000 Scale Raster Data; and
- 3.3.5 subject to Clause 12.1 of the Framework Contract, we shall have no liability for any loss or damages you or You suffer as a result of any use, loss, deletion or destruction of 1:10 000 Scale Raster Data or as a result of us not supplying or updating 1:10 000 Scale Raster Data.

4 OS Terrain 5

4.1 In this paragraph 4 **Land-Form PROFILE Data** means the OS Data known as Land-Form PROFILE®.

4.2 Land-Form PROFILE Data is no longer supplied or maintained by Ordnance Survey.

4.3 Where your Product and/or Service contains 1 or more Epochs of Land-Form PROFILE Data, and you were previously entitled to include such Land-Form PROFILE Raster Data in your Product and/or Service pursuant to this Contract, you shall be entitled to use such Land-Form PROFILE Data as if it were Licensed Data and references to 'Licensed Data' within this Contract shall be construed to include Land-Form PROFILE Data provided that:

- 4.3.1 you shall not be required to pay any License Fees under this Contract in respect of any area of coverage of Land-Form PROFILE in your Product and/or Service which is also covered by a licence under this Contract for OS Terrain 5 (provided that your use of any such Land-Form PROFILE shall be subject to any conditions applicable to your licence for OS Terrain 5 under this Contract);

- 4.3.2 in respect of any area of coverage of Land-Form PROFILE Data in your Product and/or Service which is not also covered by a licence under this Contract for OS Terrain, you shall, in respect of each Epoch of such Land-Form PROFILE Data in your Product and/or Service, pay License Fees as if each such Epoch of Land-Form PROFILE Data was OS Terrain 5;
- 4.3.3 we shall not be obliged to supply or deliver the Land-Form PROFILE Data nor Land-Form PROFILE Data Updates;
- 4.3.4 we give no warranty in respect of Land-Form PROFILE Data; and
- 4.3.5 subject to Clause 12.1 of the Framework, we shall have no liability for any loss or damages you or You suffer as a result of any use, loss, deletion or destruction of Land-Form PROFILE Data or as a result of us not supplying or updating Land-Form PROFILE Data.

5 Generalised Roads

- 5.1 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 5.2 below, the terms of this paragraph 5 apply in addition to the other terms of this Contract.
- 5.2 A product must satisfy the following conditions in order that it may be considered a Generalised Roads product:
 - 5.2.1 the product must contain Minor Roads and Local Streets;
 - 5.2.2 complex junctions (such as staggered crossroads (offset junctions less than 10 metres apart)) may only be displayed as standard crossroads or simple junctions;
 - 5.2.3 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);

5.2.4 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.

5.3 The terms referred to in this paragraph 5 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.

5.4 We may provide you a Generalised Roads product with 1 annual Update only.

Part B: Third Party Terms

1 Points of Interest

1.1 Where the Licensed Data includes Points of Interest, the terms of this paragraph 1 apply in addition to the other terms of this Contract. Where there is any conflict between the terms of this paragraph 1 and the terms of the Contract, this paragraph 1 shall take precedence. In particular, any Licensed Use granted to you in respect of the Points of Interest Data shall be varied and restricted as set out in paragraph 1.4 below.

1.2 In this paragraph 1:

1.2.1 **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;

1.2.2 **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;

1.2.3 Excluded Companies means the following companies:

a) Agco Limited	l) Dun & Bradstreet Limited	w) Mardev
b) Agricredit Limited	m) Enable Media Limited	x) Microsoft
c) Blue Sheep Limited	n) Equifax PLC	y) Onesource Limited
d) BOCM	o) Experian Group Limited	z) Santander UK plc
e) BP	p) First National Group Limited	aa) Shell
f) BT	q) Formpart (MDV) Limited	bb) Syntegra
g) Cellhire plc	r) Graydon Limited	cc) The Number
h) Conduit Limited	s) Hibu	dd) Thomson Directories
i) Data Discoveries Limited	t) ICC Company Information Services Limited	ee) UK Changes
j) Data HQ	u) ING Limited	
k) De Lage Landen Limited	v) LBM Limited	

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

1.2.4 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;

1.2.5 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;

1.2.6 LDC Excluded Companies means the following companies:

a) 118 Information	r) Google	ii) Promap Limited
b) 192.com	s) Hibu	jj) Random House
c) Acxiom Limited	t) IMATT	kk) Reed Business Information
d) BNP Paribas Real Estate Limited	u) Informa Group	ll) Retail Marketing Group
e) CACI	v) Infoterra Limited	mm) RTA
f) Callcredit Information Group Limited	w) Javelin	nn) STV
g) CGA	x) Knowledge Master	oo) Telefonica O2
h) CoStar	y) Landmark Information	pp) The Geoinformation Group Limited
i) Dunn & Bradstreet	z) LBM	qq) The Performing Rights Society
j) Emap	aa) London & Partners	rr) Thomson Directories
k) Emapsite.com Limited	bb) Londonnet	ss) TomTom
l) Equifax Limited	cc) MapInfo	tt) Touch PLC
m) Experian (including subsidiaries)	dd) Microsoft	uu) TrueKnowledge
n) GB Group	ee) MX Data	vv) Urban Mapz Limited
o) GfK	ff) Navteq	ww) Verdict
p) Glenigan	gg) OC&C	
q) GMAP	hh) Post Office	

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

- 1.2.7 **PointX** means PointX Limited (company registration number: 04171543) of 7 Abbey Court, Eagle Way, SOWTON, Exeter, EX2 7HY.
- 1.3 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 Contractor that is an Excluded Company. You shall ensure that you shall only 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.
- 1.4 You shall not be entitled to license any Points of Interest Data containing LDC Data to any Contractor that is an LDC Excluded Company. You shall ensure that you shall only 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.
- 1.5 You, and your Contractors shall:
- 1.5.1 not use or display nor permit the use or display of the Points of Interest Data on the internet;
 - 1.5.2 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;
 - 1.5.3 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; and
 - 1.5.4 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.
- 1.6 You may use Points of Interest Data containing Experian Data to Public Bodies in accordance with Appendix 3.

Appendix 6 License Fees

1 General

- 1.1 You shall pay License Fees annually in advance, where applicable, in respect of Licensed Data in accordance with:
- 1.1.1 (subject to paragraph 1.1.2) paragraph 4 of Part A in respect of Relevant Licensed Data;
 - 1.1.2 paragraph 5 of Part A in respect of Generalised Roads Data (as defined in Part A);
 - 1.1.3 paragraph 2 of Part B in respect of Historical Licensed Data;
 - 1.1.4 paragraph 6 of Part C in respect of Points of Interest; and
 - 1.1.5 paragraph 16 of Part D in respect of Address Datasets;
- and in each case, such License Fees may be pro-rated only as set out in each of Parts A to C (as applicable).
- 1.2 For each Licensed Data that you require, we shall issue you a quotation. This quotation will be for a minimum of one year and no more than 5 years. Where you agree to a multi-year quotation, you agree to pay for the supply of the Licensed Data that you require in each of the respective years, on a like-for-like renewed annual basis for the Term of this agreement. All Licensed Data is only supplied on the terms of this contract and in agreeing to our quotation, you agree to the terms and conditions of use of the particular Licensed Data. All License Fees are subject to indexation in accordance with Clause 7.4 of the Framework Contract.
- 1.3 On purchase or renewal of your Licensed Data, we shall issue you a Order Confirmation and where you have Licensed Data from us we shall issue you a Licensed Data Schedule so you are fully aware of the OS Data you have procured. You can purchase additional Licensed Data as and when you require. The Licensed Data Schedule shall include, but not limited to, the following details in respect of each Licensed Data supplied:
- 1.3.1 Your primary contact details, including company name and address;
 - 1.3.2 the details of the OS Data licensed to you;
 - 1.3.3 the exact number of Terminals on which you are permitted to access the Licensed Data
 - 1.3.7 in the case of the Address Datasets, the number of Users licensed to you;
 - 1.3.8 the duration of each licence; and
- 1.4 In this Appendix 6:
- 1.4.1 **Corporate Use** means where you are licensed to use Licensed Data on 101 or more Terminals;
 - 1.4.2 **Terminals** means the relevant number of Terminals for the purpose of calculating your License Fees(s) is the total number of Terminals on which Licensed Data is to be used by you during the period of its licence.
 - 1.4.2 **National Coverage** means the whole of Great Britain or, in the case of Code-Point, the whole of the United Kingdom.

- 1.4.4 **Tile** means a sub-division of our national grid, as pre-determined by Ordnance Survey and showing an area of:
- a) 5 km by 5 km (25 km²) in the case of OS VectorMap Local, OS VectorMap Local Black and White Raster, OS VectorMap Local Colour Raster, OS VectorMap Local Colour Raster – Backdrop, OS Terrain 5, OS MasterMap Integrated Transport Network Layer – Urban Paths Theme and OS MasterMap Networks – Water Layer;
 - b) 10 km by 10 km (100 km²) in the case of 1:25 000 Scale Colour Raster; and
 - c) 20 km by 20 km (400 km²) in the case of 1:50 000 Scale Colour Raster.
- 1.5 Save in relation to Points of Interest Data, where we license you a particular area of coverage of any Dataset, you shall be liable to us for at least 1 year's License Fees in respect of such area of coverage of the relevant Dataset.
- 1.6 We can supply you like-for-like updates to your Licensed Data during the Term if requested by you. Such updates are subject to an additional fee equal to 10% of the applicable License Fees on the current applicable License Fees. Where additional geographic coverage or terminals are required to supply your update request, we shall confirm this first via a quotation.
- 1.10 The relevant number of Terminals for the purpose of calculating your License Fees is the total number of Terminals on which Licensed Data is to be used by you during the period of its licence.

Appendix 7 High Resolution Data Specification

Table 1 – 1:25 000 Scale Colour Raster (660 DPI)	
Specification	1:25 000 Scale Colour Raster (660 DPI)
Coverage	Great Britain (England, Scotland and Wales)
Availability	National extent (Great Britain)
Data source	Explorer production data
Data structure	Raster
Data format	CMYK TIFF Raster files with LZW compression. 32 bit, 8 bit per channel; full colour palette. Specific TIFF file header information required
Data file size	Compressed: 7Mb – 28Mb per tile. Approx. 42Gb national set
Tile size	10 km by 10 km
Tiles in series	Great Britain = 2 864 (edgematched)
Supply media	DVD
Resolution	660 dots per inch
Update frequency to customers	National resupply every 6 months following the May and November refreshes
Coordinate Reference System	British National Grid (OSGB36)
Media content	As standard: Folders: - Data - Data files - Doc - Disccare.txt - Index.txt: disc content by tile - Licence.txt: standard - Medialis.txt: structure - Report.txt: tile list and update date. - Exe - Readme.txt: lists documents on the media
Header information	Additional header information: - Raster 1:25 000 [Tile name] © [date] - Scale

	All other information is added as standard
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Table 2 – 1:50 000 Scale Colour Raster (660 DPI)	
Specification	1:50 000 Scale Colour Raster (660 DPI)
Coverage	Great Britain (England, Scotland and Wales) including Isle of Man
Availability	National extent (Great Britain and Isle of Man)
Data source	Landranger production data
Data structure	Raster
Data format	CMYK TIFF Raster files with LZW compression. 32 bit, 8 bit per channel; full colour palette. Specific TIFF file header information required
Data file size	Approx. 12 Gb national set
Tile size	20 km by 20 km
Tiles in series	Great Britain = 815 (edgematched)
Supply media	DVD
Resolution	660 dots per inch
Update frequency to customers	National resupply every year following the June refresh
Coordinate Reference System	British National Grid (OSGB36)
Media content	As standard: Folders: - Data • Data files - Doc • Discare.txt • Index.txt: disc content by tile • Licence.txt: standard • Medialis.txt: structure • Report.txt: tile list and update date - Exe • Readme.txt: lists documents on the media
Header information	Additional header information: • Raster 1:50 000 • [Tile name] • © [date]

	• Scale All other information is added as standard
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Appendix 8 Definitions & interpretations

1.1 Definitions in the Framework apply unless otherwise stated in this Contract.

Address Datasets¹	means AddressBase®, AddressBase® Plus and AddressBase® Premium.
Corporate Customer	means a Customer that is licensed for Corporate Group Data Sharing under Appendix 1.
Corporate Group	means, in respect of any Corporate Customer: - that Corporate Customer; - each of that Corporate Customer's wholly-owned subsidiaries; - each holding company of which that Customer is a wholly-owned subsidiary; and - 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 <i>Companies Act 2006</i>.
Corporate Group Member	means each member of your Corporate Customer's Corporate Group (other than your Corporate Customer) that is licensed for Corporate Group Data Sharing under and in accordance with the terms of this Contract.
Customer	means You.
Contractor	means any contractor engaged by You or tendering to provide goods or services to You in connection with Licensed Data.
Customer Created Analytics Data	means Data created by you using Licensed Data to provide analysis or an answer in response to a query or to create additional Data which can be linked to a Feature or Feature Attribution within Licensed Data, in each case provided that the Data: - does not copy a Feature in whole, and does not copy a Feature Attribution in whole or in part; and - can be used independently of the Licensed Data.
Epoch	means an iteration of Licensed Data at a particular point in time.

¹ Each of the Address Datasets contains IPR owned, in part, by Royal Mail.

Note that those provisions in this Contract which relate specifically to Address Datasets reflect the terms on which Royal Mail licenses the relevant data to OS.

Excluded Bodies

means:

- a) any body whose geographic remit is wholly or mainly in Northern Ireland;
- b) save where we otherwise agree, any public or private limited company (including whether limited by shares or guarantee);
- c) any Private Registered Provider of Social Housing, which shall have the meaning ascribed thereto in section 80 of the *Housing and Regeneration Act 2008*;
- d) any registered social landlord within the meaning of Part 2 of the *Housing (Scotland) Act 2010*, and
- e) any other body as may be identified by us (and published as an Excluded Body on our Website) from time to time.

Feature

means any feature represented in a Topographic Dataset, including without limitation any line, polygon, symbol or text.

Feature Attribution

means the characteristics associated with a Feature (subject to the Specification of the relevant Topographic Dataset).

Free to Use Data

means Data created by you:

- a) using a Topographic Dataset as a source to infer the position of the Data you create; or
 - b) which copies in part a Feature (copying in part meaning where the Data created partially coincides with a Feature 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) neither represents nor acts as a substitute for a Feature or Feature Attribution in the source Topographic Dataset; and

iii) can be used independently of the Licensed Data, and in each case only to the extent that the Data created incorporates IPR owned by Ordnance Survey or us and/or which is licensed by Ordnance Survey from the Controller of Her Majesty's Stationery Office. For information purposes only, examples of Free to Use Data are published on Ordnance Survey's Website.

High Resolution Data

means 1:25 000 Scale Colour Raster (660 DPI) and/or 1:50 000 Scale Colour Raster (660 DPI).

Historical Licensed Data

means OS Data which:

- a) is identified as being Historical Licensed Data in, and is licensed to you as Licensed Data under, Clause 3.1; and
- b) was originally published by us on or before 31 December 1995.

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.

Migration Data

means, in respect of each Pre Migration Data listed in the first column below, the OS Data listed in the second column below opposite such Pre Migration Data:

Pre Migration Data	Migration Data
AddressBase®	AddressBase® Plus AddressBase® Premium
AddressBase® Plus	AddressBase® Premium
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

Perpetual Imagery Rights

means rights granted under a Sub-licence by us to enable you to use OS MasterMap® Imagery Layer for the Licensed Use on a perpetual basis following the termination or expiry of your licence with you and without the ability to make updates or previous versions of OS MasterMap® Imagery Layer available to that Customer during the lifetime of our licence with you.

Pre Migration Data

means the following OS Data:

AddressBase®

AddressBase® Plus

OS VectorMap® Local Black and White Raster

OS VectorMap® Local Colour Raster

OS VectorMap® Local Colour Raster – Backdrop

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, in each case excluding the Excluded Bodies.

Royal Mail Corporate Licence

means the appropriate 'PAF® Data Corporate Licence(s)' made available by Royal Mail for the use of PAF® Data either internally within the licensee's group or externally.

Royal Mail PAF Solutions Provider Licence

means the [Royal Mail PAF Solutions Provider Licence](#) issued by Royal Mail (which is available to review via the link provided in this definition).

Specified Licensed Data

means Licensed Data which is:

- a) at all times licensed to your Corporate Customer under this Contract for:
 - i) National Coverage (as defined in Appendix 6);
 - ii) Corporate Use (as defined in Appendix 6); and
 - iii) its Licensed Use under Appendix 1; and
- b) limited to the following Datasets:
 - 1:50 000 Scale Colour Raster
 - AddressBase®
 - AddressBase® Plus
 - AddressBase® Premium
 - Code-Point®
 - Code-Point® with polygons
 - OS VectorMap® Local
 - OS VectorMap® Local Black and White Raster
 - OS VectorMap® Local Colour Raster
 - OS VectorMap® Local Colour Raster – Backdrop.

Terminal

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

means any of the following Licensed Data:

1:25 000 Scale Colour Raster

1:50 000 Scale Colour Raster

OS Terrain® 5

OS MasterMap® Integrated Transport Network™ Layer

OS MasterMap® Topography Layer

OS VectorMap® Local

OS VectorMap® Local Black and White Raster

OS VectorMap® Local Colour Raster

OS VectorMap® Local Colour Raster – Backdrop

excluding any IPR in such Licensed Data which we license from a third party.

**1:25 000 Scale Colour
Raster (660 DPI)**

means 1:25 000 Scale Colour Raster Data supplied in accordance with the applicable High Resolution Data specification set out in Appendix 7.

**1:50 000 Scale Colour
Raster (660 DPI)**

means 1:50 000 Scale Colour Raster Data supplied in accordance with the applicable High Resolution Data specification set out in Appendix 7.