

# Data Exploration Licence

for the Geospatial Commission Partner Bodies

## MAIN TERMS

### 1. This Licence (as defined in the Small Print):

- a. defines:
  - ‘**OS Data**’ as being any OS datasets (other than any Third Party OS Data) that you have access to under this Licence;
  - ‘**Third Party OS Data**’ as including, but not being limited to, AddressBase®, AddressBase® Core, AddressBase® Plus, AddressBase® Premium and AddressBase® Islands data that you have access to under this Licence;
  - ‘**Exploration Data**’ as any OS Data or Third Party OS Data; and
  - ‘**Licensing Period**’ of each Exploration Data as being the period of time described in c. below;
- b. is, subject to you complying with its terms, **free of charge**;
- c. has a term of **12 months** (see clause 2.4 of the Small Print for more details);
- d. lets you use (subject to the earlier termination or expiry of this Licence):
  - OS Data for a single period of **12 months only**; and
  - Third Party OS Data for a single period of **three months only**;
- e. **Does not affect any existing licence arrangements already in place** (if you have access to data under, for example, the terms of an Open Government Licence or a commercial licence issued by a Geospatial Commission Partner Body, those licensing arrangements shall continue to apply (unless otherwise stated)); and
- f. lets you do any of the **Permitted Actions** we list below:

✓	Evaluate Exploration Data to see if what we’re offering is what you need.
✓	Use Exploration Data to research and develop your ideas and propositions. It doesn’t matter if you’re not sure yet how Exploration Data might help you. For example, you may want to assess it for a potential commercial opportunity or see what potential benefits and value it could bring to you, helping you build your case for licensing Exploration Data for use in your business or organisation under a separate, commercial licensing arrangement with us. Note these research and development rights are subject to the provisions below regarding live trials or tests.
✓	Display Exploration Data or create working prototypes using Exploration Data to demonstrate and promote on your own equipment how your ideas or propositions for using our data would work, which is ideal if you’re talking to potential customers, agents, investors or other financial backers. With our prior agreement, you can also provide prototypes for a short time to any of these people on equivalent terms to this Licence solely to help them to make a better assessment of your idea or proposition. We will work with you to enable this to happen, where possible.
✓	Use Exploration Data (excluding AddressBase® Islands) in live trials or tests within your business or organisation <u>for up to three months</u> to determine whether you wish to license it as an internal business aid immediately after your live trial.
✓	Use small extracts of OS Data (or data created from it under another OS licence) in time-bound events that promote collaboration and innovation, to provide better insight into specific uses or develop ideas or answer particular questions, for example, as part of competitions, hackathons and mash-ups.
✓	Use small extracts of OS Data (or data created from it under another OS licence) to promote your use of OS Data in articles and at events that intend to share or widen knowledge (such as academic papers, trade journals or industry conferences).

- g. is subject to all of the following **Requirements** listed below and to the Small Print:

!	Provide us with information about you and/or your company or organisation as requested when you register to access Exploration Data so that we know who we are licensing to, can communicate with you, and understand what you are wanting to do, so that we can comply with the terms of our <a href="#">privacy policy</a> .
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!	Acknowledge that you're using Exploration Data and that you're doing so in the right way by using our style guide for third parties (which is available from us on request). Please note this doesn't mean you can use OS branding or trademarks or anything that can be confused with them.
!	Make sure any prototypes you provide or any OS Data you provide (or data created from it under another OS licence) to third parties is returned to you or destroyed within 7 days of the end of the assessment or event. Tell us in advance if doing this might disrupt your longer-term plans and we can discuss appropriate licensing.
!	Provide technological and security measures to make sure all Exploration Data supplied to you is secure from any unauthorised use or access.
!	Maintain accurate, complete and detailed records relating to this Licence (including unauthorised access to the Exploration Data and information regarding any prototypes created) that shall be open to inspection and for copies of any necessary records to be taken by us or our representatives upon request. You shall also provide evidence of your compliance with your obligations under this Licence, if we so request. If we find any evidence of your non-compliance of this Licence, we shall be entitled to exercise our rights in accordance with clause 2.6 of the Small Print.
!	Not do anything that would entitle us to refuse a licence, or terminate an existing licence, in accordance with the OS Licence Exceptions Policy. In this Licence, <b>OS Licence Exceptions Policy</b> means our licence exceptions policy as set out in <a href="https://www.ordnancesurvey.co.uk/documents/licensing/licence-exceptions.pdf">https://www.ordnancesurvey.co.uk/documents/licensing/licence-exceptions.pdf</a> , as amended from time to time.

**2.** Under this Licence you agree to comply with the **Restrictions** below and the Small Print:

∅	<p>Unless we expressly permit you to do so as part of the Permitted Actions above, you will not:</p> <ul style="list-style-type: none"> <li>• make any Exploration Data available to third parties;</li> <li>• create any data, products or services (in each case whether for supply to third parties or for use internally within your organisation) which have benefitted from, relied on or made any use of Exploration Data (including, without limitation, where you have created your data, products or services by copying, publishing, modifying, re-formatting, analysing or performing searches, look ups or enquiries using Exploration Data); or</li> <li>• use Exploration Data in any way for or in connection with any machine learning and / or artificial intelligence purposes (which includes, without limitation, any use of the Exploration Data as reference training material).</li> </ul> <p>You agree that, if you want to use Exploration Data in any of the ways specified above, you will tell us and will not proceed unless and until we agree the basis on which that can happen, including with regards to the relevant licence conditions and the fees / royalties payable.</p>
∅	You shall not infringe or breach the intellectual property rights in the Exploration Data.

## THE SMALL PRINT

### 1 Parties

This Licence is between Ordnance Survey Limited ('**we/us/our/OS**'), a company registered in England and Wales (company registration number 09121572), whose registered address is Explorer House, Adanac Drive, SOUTHAMPTON, SO16 0AS and the person or organisation who downloads the Exploration Data ('**you/your**'). You and we are each a '**party**' and together the '**parties**'.

### 2 Licence

- 2.1 Subject to the restrictions and requirements referred to in this Licence, we grant you a free, non-exclusive, non-transferable, revocable licence to use Exploration Data for the relevant periods and the Permitted Actions described in the Main Terms.
- 2.2 In consideration of the mutual obligations in this Licence, by downloading Exploration Data you agree to be bound by all of the terms and conditions contained in this Small Print and the Main Terms, which forms the data exploration licence between you and us (the '**Licence**'). Downloading Exploration Data constitutes acceptance by us of your request and establishes that a licence exists between you and us.
- 2.3 Please read all terms before accessing any Exploration Data so that you understand this Licence and what we agree you can and can't do with Exploration Data.
- 2.4 This Licence commences with effect from the date you first access any Exploration Data and shall terminate 12 months thereafter (unless it is terminated sooner).
- 2.5 When you access Exploration Data via any API service made available by us, the terms of that service will apply in addition to this Licence. You will still be able to use Exploration Data in the ways stated above.
- 2.6 We reserve all of our rights regarding any use of Exploration Data that is in breach of this Licence including, without limitation, our right to compensation for any such breach (where the amount of such compensation may be calculated by reference to the equivalent fees / royalties that would be payable under our pricing & licensing model in respect of such use).

### 3 Intellectual Property Rights

- 3.1 We and/or our suppliers own all the intellectual property rights in Exploration Data. All rights not expressly granted are reserved to us and/or our licensors.
- 3.2 You shall notify us as soon as you become aware of, or suspect, any infringement or other breach by you or any other third party of the intellectual property rights in the Exploration Data. You agree to co-operate with us at no cost to us to provide all reasonable assistance in pursuing or dealing with any such infringement or breach.

### 4 Feedback

- 4.1 At our request you will give us reasonable details about your intended use for Exploration Data under this Licence by whatever means we might reasonably request.

### 5 No Warranty

It is your responsibility to ensure that the Exploration Data you request is what you need. Exploration Data is provided 'as is' and without any warranty or condition, express or implied, statutory or otherwise, as to its quality or fitness for purpose. Except as expressly stated in this Licence, all conditions, warranties, terms and undertakings express or implied statutory or otherwise in respect of the Exploration Data are hereby excluded to the fullest extent permitted by law.

### 6 Liabilities

- 6.1 Subject to clause 6.2 and without prejudice to our rights in clause 2.6:
  - a. neither party shall be liable to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect, special or consequential loss or damage or any other financial loss (howsoever caused) arising as a result of the use of, or lack of performance of the Exploration Data; and
  - b. there is nothing in this Licence that excludes or limits your liability for an infringement or breach of our intellectual property rights.
- 6.2 Nothing in this Licence shall limit or exclude either party's liability for:
  - a. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
  - b. fraud or fraudulent misrepresentation; or
  - c. any matter in respect of which it would be unlawful for either party to exclude or restrict liability.

### 7 Termination / expiry

- 7.1 Either party may terminate this Licence with immediate effect, by giving written notice to the other party. Termination or expiry of this Licence and / or any Licensing Period of any Exploration Data shall not affect either party's accrued rights and remedies. On the termination or expiry of this Licence and / or the Licensing Period of any Exploration Data you shall (except in respect of any Exploration Data for which at the time of termination or expiry, you have an appropriate licence from us):

- a. immediately cease using all affected Exploration Data;
  - b. destroy (or at our option return) all affected Exploration Data under this Licence that you hold or for which you are responsible including any Exploration Data that is embedded into any other material and provide written confirmation that you have done so at our request; and
  - c. make sure anyone else you have supplied any affected Exploration Data to under this Licence also adheres to these conditions.
- 7.2 Any provision that is expressly or by implication intended to survive the termination or expiry of this Licence shall continue in full force and effect.
- 7.3 For the avoidance of doubt, any continued use of any Exploration Data following the expiry or termination of this Licence or any applicable Licensing Period shall be subject to:
- a. your entry into and compliance with separate commercial licence terms; and
  - b. your payment of licence fees / royalties, applicable to such continued use.

## **8 Data protection and privacy**

- 8.1 You shall comply with all relevant laws and regulations relating to the processing of personal data and privacy, including, without limitation any data protection legislation from time to time in force in the UK, including the *Data Protection Act 2018* (and all regulations made under it), the UK GDPR (as defined in section 3(10) (as supplemented by section 205(4) of the *Data Protection Act 2018* and all other legislation and regulatory requirements in force from time to time which apply to a party relating to use of personal data.
- 8.2 We shall comply with the terms of our privacy policy available at <https://ordnancesurvey.co.uk/governance/policies/privacy>.

## **9 Confidentiality**

Neither you nor we will disclose to any person (either during the term of this Licence or after), any information which might reasonable be considered confidential information belonging to the other party which is in its possession as a result of this Licence, unless with the consent of the other party or due to a legal, governmental or regulatory requirement. You acknowledge that we are bound by the *Freedom of Information Act 2000* and the *Environment Information Regulations 2004*, which might require us by law to disclose confidential information. You will provide such assistance, without charge, as we shall reasonably request to assist us to comply with this legislation.

## **10 Assignment**

- 10.1 You must not assign, transfer or sub-license your rights under this Licence to any other person.
- 10.2 We shall be entitled to assign, transfer or novate the benefits and obligations of this Licence or any part of it to:
- a. in the event of the transfer of all or any of our activities or functions to any other entity, the entity to which our functions have been transferred; or
  - b. any private sector body which substantially performs the functions of us,
- provided that any such assignment, transfer or novation shall not increase the burden of your obligations under this Licence.

## **11 Other General Provisions**

- 11.1 This Licence sets out the entire agreement and understanding between you and us in respect of the subject matter of this Licence.
- 11.2 We may change any part of this Licence, including the availability of the Exploration Data, at any time with immediate effect for valid and legal reasons where reasonable circumstances dictate this. We shall endeavour to provide reasonable notice of such changes but in certain circumstances we may be required to make changes with immediate effect. If you continue to access updates of any Exploration Data after any such change is made, you shall be deemed to have accepted the modified terms. If you do not wish to accept the modified terms, you must terminate this Licence by giving us written notice. It is therefore recommended that you regularly access and review this Licence so that you are aware of the latest terms.
- 11.3 Any notice under this Licence shall be affected when given:
- a. by us to your e-mail address that you have provided to us; and
  - b. by you to [CommerciaLenquiries@os.uk](mailto:CommerciaLenquiries@os.uk) or other such address as we may provide to you.
- 11.4 Our failure to exercise or enforce any rights under the provisions of this Licence shall not be deemed to be a waiver of such rights at any time or times thereafter.
- 11.5 If any of the provisions of this Licence are invalid, illegal or unenforceable, that will not affect the validity, legality and enforceability of the remaining provisions of this Licence. Each of the paragraphs of these Licence terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

- 11.6 This Licence shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in this Licence. Neither party to this Licence shall have, nor represent that it has, any authority to make any commitments on the other party's behalf.
- 11.7 A person who is not a party to this Licence has no right as a third party to enforce or enjoy the benefit of any term of this Licence.
- 11.8 This Licence is governed by English law and both parties agree to the exclusive jurisdiction of the English courts.