

8 July 2013

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Dear Customer

**Addition of OS Terrain® 5 to the Framework Contract (Direct Customers) and details of migration from Land Form PROFILE® to OS Terrain® 5**

You are currently licensed directly by Ordnance Survey under the Framework Contract (Direct Customers) (the **Framework**) to use licensed data for your licensed use pursuant to one or more data contract(s). Terms defined in the Framework shall have the same meanings when used in this letter.

I am pleased to announce that OS Terrain® 5 will be available for licensing under the Framework with effect from 8 July 2013. As a result of the introduction of this new dataset, we have inserted some additional wording to the definition of 'Topographic Dataset' at Clause 1 (Definitions and interpretations) of the Framework.

Full details about this new dataset will be available from the product pages of our website at the following link <http://www.ordnancesurvey.co.uk/oswebsite/products/index.html> from 8 July 2013.

**Notice of amendment to the Framework**

In accordance with Clause 8.1 (Variation) of the Framework (subject to below), this letter gives you written notice that with effect from 8 July 2013:

- the definition of 'Topographic Dataset' in Clause 1 (Definitions and interpretations) of the Framework will be amended to include the following words after the words 'OS MasterMap® Sites Layer':  
'OS Terrain® 5'

The revised Framework is available to view at the following link:

<http://www.ordnancesurvey.co.uk/oswebsite/support/products/pricing.html>

In addition to this change to the Framework Contract (Direct Customers) we would also like to inform you that if you have a Data Contract for Land Form PROFILE® the terms of this Data Contract will change to enable you to migrate to OS Terrain® 5. Details of these changes are included with this letter.

**Miscellaneous**

We trust that, as the amendments set out in this letter are minor in nature and/or are favourable to you and/or not detrimental to you, you will not object to them being introduced without the 90 day notice period you are normally entitled to receive under Clause 8.1 (Variation) of the Framework.

If you have any queries, please do not hesitate to contact your account manager or our Business Enquiries team on +44 (0)8453 757535, who will be pleased to help you.

Yours faithfully



**Owain Hale-Heighway**  
Product Manager

# Data Contract

## OS Terrain<sup>®</sup> 5 Dataset specific Terms

### Additional Data Contract terms for OS Terrain<sup>®</sup> 5

This document contains additional terms to, and forms part of, the Data Contract for OS Terrain<sup>®</sup> 5 between you and Ordnance Survey. All references in this document and the Data Contract to 'this Data Contract' (or similar terms) shall include the additional terms set out in this document.

Words and phrases used in this document shall have the meanings given to them in the Data Contract and the Framework Contract (Direct Customers) between you and Ordnance Survey unless otherwise stated.

<b>Licensed Data</b>	<p>means OS Terrain<sup>®</sup> 5.</p> <p>In addition, where on or immediately before the Commencement Date you are licensed for Pre Migration Data with an area of coverage that is either identical to, or falls entirely within, the area of coverage of OS Terrain<sup>®</sup> 5 Data licensed to you from time to time under this Data Contract, the following provisions will apply with effect from the date of expiry or termination of your licence(s) for your Pre Migration Data:</p> <ul style="list-style-type: none"> <li>a) Licensed Data will be deemed to include your Pre Migration Data.</li> <li>b) No Pre Migration Data (including Updates) will be delivered or made available by us.</li> <li>c) There is no Specification for Pre Migration Data under this Data Contract.</li> <li>d) We give no warranty in respect of your Pre Migration Data under this Data Contract. Subject to Clause 12.1 of the Framework, we shall have no liability under this Data Contract for any loss or damages suffered by you as a result of any use, loss, deletion or destruction of your Pre Migration Data or as a result of us not supplying or updating Pre Migration Data. This paragraph (d) shall survive the termination or expiry of this Data Contract.</li> </ul>
<b>Pre Migration Data</b>	<p>means Land-Form PROFILE<sup>®</sup></p>

# Data Contract Land-Form PROFILE® Dataset specific Terms

## Additional Data Contract terms for Land-Form PROFILE®

This document contains additional terms to, and forms part of, the Data Contract for Land-Form PROFILE® between you and Ordnance Survey. All references in this document and the Data Contract to 'this Data Contract' (or similar terms) shall include the additional terms set out in this document.

Words and phrases used in this document shall have the meanings given to them in the Data Contract and the Framework Contract (Direct Customers) between you and Ordnance Survey unless otherwise stated. In addition, in this document, **Migration Data** means OS Terrain® 5.

## Migration to Migration Data

Where, during the term of this Data Contract, you are considering migrating from Land-Form PROFILE® to Migration Data with an area of coverage that is either identical to, or falls entirely within, the area of coverage of OS Terrain® 5 Data licensed to you from time to time under this Data Contract, please note the following points.

- a) You may wish to enter into a Migration Licence, which will allow you to use both Land-Form PROFILE® Data and the Migration Data in your business to facilitate your migration to the Migration Data. The terms of the Migration Licence can be found on our Website.
- b) Notwithstanding Clauses 2.4 and 7.8 of the Framework, you are permitted (irrespective of whether you have first entered into a Migration Licence) to terminate this Data Contract before the end of the Initial Term or the then current Renewal Period where, from the date of such termination, you enter into a new Data Contract that includes the Migration Data (the New Data Contract).
- c) Should you wish to migrate to Migration Data mid-term, as outlined in paragraph (b) above, you should contact us for details. Note that, unless we agree otherwise, the Initial Term of the New Data Contract will be aligned to the Initial Term or the then current Renewal Period of this Data Contract, although other options are possible. In addition, you should note that you are not able to move into a lower Terminal banding as part of such a mid-term migration.
- d) Following discussion and agreement of the details, we will send you a letter terminating this Data Contract, and setting out the terms of your New Data Contract, for you to sign and return.