

XML File Repository Licence

Background:

A This Licence sets out general terms on which Ordnance Survey Limited, a company registered in England and Wales (company registration number 09121572) whose registered address is at Explorer House, Adanac Drive, SOUTHAMPTON, SO16 0AS (**we, us, our, OS**) licenses XML Files to persons who are licensed to use Licensed Data including you, the person seeking to use XML Files and who, by downloading and/or using such XML Files signals their agreement to be bound by this Licence and represents to us that they are licensed by us or one of our authorised licensees to use Licensed Data (**you, your**).

Agreed Terms:

1 Definitions & interpretations

Expression	Meaning
Data Agreement	means: <ol style="list-style-type: none"> a) any agreement pursuant to which you licence Licensed Data from us or any of our authorised licensees; and/or b) any sub-licence entered into between you and your contractor pursuant to the terms of any agreement referred to in paragraph a) above, in each case as amended from time to time.
Licence	means these terms and conditions (as amended from time to time).
Licensed Data	means any product licensed by us or any of our authorised licensees to you under a Data Agreement and for which we publish XML Files on our website.
Intellectual Property Rights	means intellectual property rights, including copyright, patent, trade mark, design right, database rights, trade secrets, know how, rights of confidence and all other similar rights anywhere in the world whether or not registered and including applications for registration of any of them.
XML Files	means any Extensible Markup Language (XML) or XML File Definition (XSD) codes forming all or part of any XML schema published by us which is downloaded or used by you in any way.

1.1 In this Licence, unless the context otherwise requires, references: a) a Clause is to a clause of this Licence; b) a party are to a party to this Licence; and c) a statute or statutory provision include any amendment, extension or re-enactment of such statute or provision.

2 Grant of licence

2.1 In consideration of your agreement to be bound by this Licence, we grant you a personal, non-exclusive, non-transferable, revocable, royalty free licence to:

2.1.1 download, access, view and/or analyse any XML File; and

2.1.2 use such XML File in conjunction with Licensed Data licensed to you under a Data Agreement,

in each case solely for your licensed use as specified in the applicable Data Agreement.

2.2 You may not use any XML Files in any way or for any purpose other than as set out in this Clause 2.

- 2.3 The licence granted in Clause 2.1 is subject to the following:
- 2.3.1 you may only license an XML File under Clause 2.1 if you are party to a Data Agreement; and
 - 2.3.2 you may permit your authorised contractor to use an XML File in conjunction with Licensed Data licensed to you under such Data Agreement for the purposes of providing, or tendering to provide, you with goods or services;
 - 2.3.3 you may not use any XML File in conjunction with either:
 - a) any OS data which is not licensed to you under an Data Agreement; or
 - b) any other data supplied by any third party;
 - 2.3.4 you shall ensure that all notices relating to ownership of any Intellectual Property Rights in any XML File are reproduced without alteration;
 - 2.3.5 other than as permitted by this Licence, you will not copy, duplicate the style of, modify, reverse engineer, 'hack', disassemble or create derivative works based upon any XML File;
 - 2.3.6 this Licence does not give you any right to sub-licence, distribute, sell or otherwise make any XML File (including, without limitation, rights of access to any XML File and Intellectual Property Rights) to third parties other than as permitted under the Data Agreement in respect of the Licensed Data;
 - 2.3.7 you will not access any XML File using any data transfer protocol other than the hyper-text transfer protocol and you will not attempt to access any XML File via any port number other than port 80 (normal use with standard web browser software will comply with this requirement);
 - 2.3.8 you will not use any XML File for any illegal, deceptive or otherwise in any manner which may be detrimental to the reputation of the XML File or any person.

3 Liability

- 3.1 Nothing in this Licence shall exclude or limit either party's liability for:
- 3.1.1 death or personal injury caused to the extent it results from its negligence, or that of its employees or agents; or
 - 3.1.2 fraud or fraudulent misrepresentation.
- 3.2 We exclude, to the fullest extent permissible by law all implied or express warranties.
- 3.3 The inclusion of any link to any third party material in any XML File shall not indicate our recommendation of or affiliation with those third parties. We shall not be liable in any way for the content of such third party materials and you shall use such third party materials at your own risk.
- 3.4 We shall not be liable for any losses, costs, claims, demands, damages and expenses (each whether direct or indirect) resulting from any corruption or loss of data you may suffer whilst using any XML File. It is your responsibility to arrange for suitable storage and back up all information before, during and after your use of any XML File.
- 3.5 You shall indemnify us and keep us indemnified against all losses, costs, claims, demands, damages and expenses (each whether direct or indirect) arising from any claim that your operation, possession or use of any XML File in any way infringes the Intellectual Property Rights of any third party or breaches the laws any jurisdiction.
- 3.6 Subject to Clause 3.1, our total aggregate liability to you under this Licence shall be limited to £2,000.

4 Rights of third parties

A person who is not a party to this Licence has no right under the *Contracts (Rights of Third Parties) Act 1999* to enforce or enjoy the benefit of any term of this Licence.

5 Confidentiality

The provisions of any Data Agreement relating to the treatment of confidential information shall apply to this Licence provided that any reference in such provisions (including in any applicable definitions) to this Agreement or any other similar terms shall be construed to include this Licence.

6 Amendment and Termination

- 6.1 We may at any time and at our discretion:
- 6.1.1 add, delete or change any XML File; or
 - 6.1.2 amend this Licence, such amendment being binding on you as a result of your continued use of the XML File.
- 6.2 We may terminate this Licence at any time with immediate effect.
- 6.3 This Licence will terminate automatically upon the termination or expiry of the applicable Data Agreement.
- 6.4 Upon the termination of this Licence:
- 6.4.1 any accrued rights and remedies will not be affected; and
 - 6.4.2 you shall cease using all XML Files and, within 30 days of such termination, destroy all XML Files and confidential information, in any media, which you hold or for which you are responsible (including any XML Files or confidential information embedded in any other material).
- 6.5 The provisions of this Licence intended to survive termination shall continue in full force and effect notwithstanding such termination.

7 General

- 7.1 This Licence and any documents referred to in it constitute the entire agreement and understanding between the parties concerning its subject matter.
- 7.2 The waiver on a particular occasion by either party of rights under this Licence does not imply that other rights will be waived.
- 7.3 No delay in exercising any right under this Licence shall constitute a waiver of such right.
- 7.4 Any notice under this Licence shall be given in accordance with the applicable provisions in respect of notices set out in the applicable Data Agreement.
- 7.5 This Licence will be governed by English law and both parties submit to the exclusive jurisdiction of the English courts.
- 7.6 If there is any conflict or inconsistency between this Licence, a Data Agreement or the Framework, then this Licence will take precedence.