

# Important – Please Read

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<b>AERIAL PHOTOGRAPHY .....</b>	<b>2</b>
<b>COLOUR INFRARED, DIGITAL SURFACE MODEL, DIGITAL TERRAIN MODEL, 3D BUILDING MODELS, THERMAL IMAGERY PRODUCTS.....</b>	<b>4</b>
<b>LiDAR – (EA) .....</b>	<b>6</b>
<b>ORDNANCE SURVEY MAP DATA.....</b>	<b>8</b>

# RGB AERIAL PHOTOGRAPHY - STANDARD TERMS & CONDITIONS OF LICENSE

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Licensee shall pay in full on order or shall pay within 30 days of the date of invoice, if accepted for an account with Licensors.

The time of payment shall be of the essence of the Contract.

All payments shall be made in full without deduction in respect of any set-off or counterclaim.

If the Licensee fails to make any payment on the due date then without prejudice to any other right or remedy available to Licensors, Licensors shall be entitled to: cancel the Contract or suspend any deliveries to the Licensee; appropriate any payment made by the Licensee to such of the Products as Licensors may think fit; and charge the Licensee interest (both before and after any judgment) on the amount unpaid, at the rate of 4 per cent per annum over the base rate for the time being of Barclays Bank PLC.

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This Contract sets out the entire license agreement and understanding between the parties in respect of its subject matter.

To the extent that any provision of these Conditions is found, by any court or competent authority, to be invalid, unlawful or unenforceable; that provision shall be deemed not to be a part of these Conditions, it shall not affect the enforceability of the remainder of these Conditions.

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# **COLOUR INFRARED, DIGITAL SURFACE MODEL, DIGITAL TERRAIN MODEL, 3D BUILDING MODELS, THERMAL IMAGERY PRODUCTS - STANDARD TERMS & CONDITIONS OF LICENSE**

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The time of payment shall be of the essence of the Contract.

All payments shall be made in full without deduction in respect of any set-off or counterclaim.

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No delay in enforcing the provisions of this Contract shall prejudice or restrict the rights of that party nor shall any waiver of its rights operate as a waiver of any subsequent breach.

This Contract sets out the entire license agreement and understanding between the parties in respect of its subject matter.

To the extent that any provision of these Conditions is found, by any court or competent authority, to be invalid, unlawful or unenforceable; that provision shall be deemed not to be a part of these Conditions, it shall not affect the enforceability of the remainder of these Conditions.

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### 7. WARRANTIES & LIABILITY

Licensors warrant that the Products will correspond with the quoted specification at the time of delivery. The above warranty does not extend to any defect resulting from use of the Products with materials or equipment not supplied by Licensor.

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- Where the Products are licensed under a Consumer sale, the statutory rights of the Licensee are not affected by these Conditions.

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Licensors shall not be liable to the Licensee or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of Licensors' obligations in relation to the Products, if the delay or failure was due to any cause beyond Licensors' reasonable control.

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Forthwith upon termination the Licensee shall return to Licensors all copies of the Products or, if requested by Licensors, shall destroy such copies in a manner appropriate.

### 12. GENERAL

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No delay in enforcing the provisions of this Contract shall prejudice or restrict the rights of that party nor shall any waiver of its rights operate as a waiver of any subsequent breach.

This Contract sets out the entire license agreement and understanding between the parties in respect of its subject matter.

To the extent that any provision of these Conditions is found, by any court or competent authority, to be invalid, unlawful or unenforceable; that provision shall be deemed not to be a part of these Conditions, it shall not affect the enforceability of the remainder of these Conditions.

### 13. GOVERNING LAW AND JURISDICTION

These Conditions shall be governed by and construed in accordance with English law.

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- 2.2.3 by the Customer's contractors and agents when undertaking any activity for the Customer which the Customer is permitted to undertake itself under this Schedule but solely and explicitly to provide the Ordnance Survey Data for the purpose of enabling them to provide goods or services to the Customer or to tender for the provision of such goods or services. The Customer must require such contractor or agent to sign a contractor licence with the Customer in the form of the Contractor Licence. The Customer must enforce the provision in such Contractor Licence which requires the contractor or agent to erase all copies of Ordnance Survey Data on or before termination of such Contractor Licence. This must include those held in paper based or any electronic format, provided that the Customer may permit such contractor or agent to retain one paper based archive copy of Ordnance Survey Data which is relevant and necessary to document the goods or services delivered to the Customer;

- 2.2.4 where Ordnance Survey Data are available on an internal network or on a remotely accessible server operated by an electronic hosting service, the Customer must either take steps itself or enter into a written agreement in relation to the facilities provided by the electronic hosting service to provide for appropriate industry standard safeguards restricting third party access to any data of the Customer's which include or incorporate any Ordnance Survey Data;
- 2.2.5 within any professional services provided by the Customer to its clients, provided that:
- a) the provision of Ordnance Survey Data is not a service in itself and does not form a significant part of any service offered by the Customer;
  - b) Ordnance Survey Data may be provided only in paper form or by electronic transmission of a graphic image that is a raster file produced solely for the purposes of allowing the recipient to view and print one copy;
  - c) only such amounts of Ordnance Survey Data may be used as are necessary to meet the specific need for which they are used; and
  - d) the use to which such clients shall put the Ordnance Survey Data shall be for the administration and operation of its business (in the case of a business client); provided that the rights referred to in this Section 2.2.5 shall not apply where the Customer is an Excluded Body.

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- 3.1.2 to promote the Customer's commercial or public services, provided that the use of Ordnance Survey Data is secondary to the Customer's services or business activities and is not a service or business activity in itself; or
- 3.1.3 in order to provide directional guidelines on how to locate the Customer's premises or a location relevant to the Customer's day to day business activities.

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- 3.2.5 the Customer shall use all reasonable endeavours to prevent the improper use of the Ordnance Survey Data by its staff or any third parties;
- 3.2.6 only such amounts of Ordnance Survey Data may be used as are necessary to meet the specific need for which they are used;
- 3.2.7 Ordnance Survey Data must not be published in their original condition. Any publication must feature such additional elements or content as are specifically relevant to the purpose to which they are put. Such additional content must be provided by the Customer and unless otherwise agreed with Ordnance Survey must be sufficiently significant to render the underlying Ordnance Survey Data unusable for any other purpose; and
- 3.2.8 Ordnance Survey Data must not be published electronically.

## 4 Statutory use

- 4.1 For the purpose of this Schedule:
  - 4.1.1 **Statutory Obligation** means an express written obligation imposed by an Enactment upon the Customer, which requires the use of the Ordnance Survey Data to meet that obligation. This does not include a general obligation which does not specifically refer to a product or service which is to be delivered by the Customer; and
  - 4.1.2 **Enactment** means a statute or act of the Parliament of Great Britain and Northern Ireland or of the Scottish Parliament or of the National Assembly for Wales, or a statutory instrument or other delegated legislation, including without limitation any such enactment made after the date of this agreement.
- 4.2 The Customer is permitted to use Ordnance Survey Data to meet a Statutory Obligation.
- 4.3 The Customer is **not** permitted to exploit the Ordnance Survey Data in any way for commercial purposes or for Financial Gain other than as expressly provided in this Schedule, except pursuant to a separate Licence Agreement from Ordnance Survey permitting such activities.
- 4.4 Only such amounts of Ordnance Survey Data may be used as are necessary to meet the specific need for which they are used.
- 4.5 Ordnance Survey Data must not be published in their original condition either in paper or electronic form. Any publication, both on paper and electronically, must feature such additional elements or content as are specifically relevant to the purpose to which it is put. Such additional content must be provided by the Customer and must be sufficiently significant to render the underlying Ordnance Survey Data unusable for any other purpose. When published electronically this additional content must be incorporated into the Ordnance Survey Data in a manner which does not allow them to be separated from each other.
- 4.6 Ordnance Survey Data must not be published electronically in a manner which will allow vector map data to be extracted from the published materials. For the avoidance of doubt, this means in whole, part or derived vector data.
- 4.7 The Customer may provide copies of Ordnance Survey Data to any other customer of Ordnance Survey which has a Statutory Obligation and which is a party to an agreement with Ordnance Survey by which such customer is licensed on specific terms to use Ordnance Survey Data, provided that:
  - 4.7.1 it shall advise such customer that any such Ordnance Survey Data shall only be used under the terms of such customer's agreement with Ordnance Survey in relation to such customer's right to meet what in this agreement is described as a Statutory Obligation;

- 4.7.2 within thirty (30) days of the end of each Quarter, it shall advise Ordnance Survey in writing of the names and addresses of each such customer to which it has supplied Ordnance Survey Data during such Quarter; and
- 4.7.3 it shall include with the media embodying such Ordnance Survey Data a notice in terms approved by Ordnance Survey stating that the media contains mapping data which are the property of the Crown and that any unlawful use or copying other than for the purposes of viewing and printing is prohibited.