

Data Exploration Licence

MAIN TERMS

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

- a. Is **free of charge**.
- b. Lets you use Exploration Data for the duration of the OS Map & Hack Hackathon to be held on 6 and 7 October 2021 (the **Hackathon**). **Exploration Data** means the OS data products that we make available to you via the Premium API Plan within the OS Data Hub (please see the following link for more details: <https://osdatahub.os.uk/plans>).
- c. Includes both this page and the small print below. Please read all terms before accessing any Exploration Data so that you understand this Licence and what we agree you can do and can't do with Exploration Data.
- d. Lets you do any of the **Permitted Actions** we list below.

✓	Use Exploration Data in connection with and for the purposes of the Hackathon.
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e. 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 and what you are wanting to do.
!	Acknowledge that you're using Exploration Data and that you're doing so in the right way by using our style guide style guide for third parties (https://www.ordnancesurvey.co.uk/documents/licences/os-api-brand-guidelines-v3.pdf?_ga=2.126186125.1436880366.1617196858-1080309763.1617196858). Please note this doesn't mean you can use OS branding or trademarks or anything that can be confused with them.
!	Take sensible measures to make sure all Exploration Data supplied to you is secure from any unauthorised use or access.

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

Ø	Unless we expressly permit you to do so above, make any Exploration Data available to third parties or create any products or services which have benefitted from, relied on or made any use of Exploration Data (including, without limitation, where you have created your products or services by copying, publishing, modifying, re-formatting, analysing or performing searches, look ups or enquiries using Exploration Data). You agree that, if you want to make Exploration Data available in this way, you will tell us and will not proceed until we agree the basis on which that can happen.
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The Small Print

1 Parties

This Licence is between Ordnance Survey Limited, (**we/us/our/OS**) and the person or organisation who downloads the Exploration Data (**you/your**). We are a company registered in England and Wales (company registration number 09121572). Our registered address is Explorer House, Adanac Drive, SOUTHAMPTON, SO16 0AS. 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 period and the Permitted Actions described in the Main Terms.
- 2.2 In consideration of the mutual obligations in this Licence, by accessing and using 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 (**Licence**). Accessing and using Exploration Data constitutes acceptance by us of your request and establishes that a licence exists between you and us.
- 2.3 This Licence commences with effect from the date you first request access to Exploration Data.
- 2.4 Your access to Exploration Data via any Premium API Service made available by us, shall be governed by the terms of that service in addition to this Licence provided that your licensed use of such Exploration Data shall, notwithstanding the terms applicable to the Premium API Service, be as set out in this Licence. You will still be able to use Exploration Data in the ways stated above.

3 Intellectual Property Rights

- 3.1 We and/or our suppliers (including the Crown) own all the intellectual property rights in Exploration Data. All rights not expressly granted are reserved to OS and its licensors (including the Crown).
- 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

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:
 - 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 authorised 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

- 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 shall not affect either party's accrued rights and remedies. On the termination of this Licence 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 the Exploration Data;
 - b. destroy (or at our option return) all 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;
 - c. make sure anyone else you have supplied 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.

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 *General Data Protection Regulation* 2016/679, the *Data Protection Act 2018* and any successor legislation to any of them.
- 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 reasonably 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 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 effected when given:
 - a. by us to your registered e-mail address that you have provided to us; and
 - b. by you to 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 You shall not assign, transfer or novate rights and obligations under this Licence. We shall be entitled to assign, transfer or novate the benefits and obligations of this Licence to any government body or nominated subcontractor or, in the event of the transfer of all or any of our activities or functions to any other entity, to the entity to which our functions have been transferred. You expressly agree to the assumption of our obligations under this Licence by that entity.
- 11.6 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.
- 11.7 A person who is not a party to this Licence has no rights 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.