Aerial Digimap Educational User Licence

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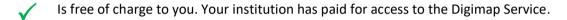
It includes the sections with these symbols - \checkmark ! \emptyset - and The Small Print after those.

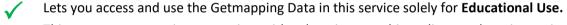
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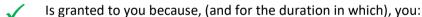




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The Small Print

1. Parties

This Licence is between the University of Edinburgh, acting through EDINA, (we/us/our) and the person or organisation who downloads the Getmapping Data (you/your).

The University of Edinburgh is a charitable body registered in Scotland with registration number SC005336 and having its principal office at Old College, South Bridge, Edinburgh EH8 9YL.

You and we are each a party and together the parties.

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- a. Subject to the restrictions referred to in this Licence, (together with the subscription fee paid by your place of education) we grant you a non-exclusive, non-transferable, revocable licence to:
 - (i) access and use Getmapping Data and Derived Data, solely for your Educational Use;
 - (ii) share the Getmapping Data and Derived Data that You have downloaded with other persons who you know have also entered into this Licence; where
- b. 'Educational Use' means use for or in connection with education, teaching, distance learning, private or non-commercial study and/or private or non-commercial bone fide academic research to further a body of knowledge, where the research is not for Commercial Use. It covers use at all levels, including schools, colleges, universities, UKRI and other related entities.
- c. "Commercial Use" means use of the Getmapping Data for the purpose of monetary reward by means of the sale, resale, loan, transfer, hire, analysis or other form of use of the Getmapping Data. For the avoidance of doubt, use in the course of research funded by UK Research and Innovation is not deemed to constitute Commercial Use, although it should be noted that in such cases the release of a derived tradeable commodity is not permitted.
- d. "Derived Data" means any collection of information data or images or both which is derived by You from the Getmapping Data in the sense that those parts of the content of the Getmapping Data that are contained in it or were directly relied on for its creation, together form a substantial part of the content of the Getmapping Data
- e. This Licence commences with effect from the date you first request access to and/or use Getmapping Data.

3. Intellectual Property Rights

- We and/or our suppliers own all the intellectual property rights in Getmapping Data.
- All rights not expressly granted are reserved to Getmapping Ltd. and its licensors.

4. Feedback

At our request, you will give us reasonable details about your use of Getmapping Data under this Licence by whatever means we might reasonably request.

5. No Warranty

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

6. Liabilities

- a. There is nothing in this Licence that excludes or limits your liability for a contractual breach of this agreement or an infringement of our intellectual property rights.
- b. Neither party excludes its liability to the other under this Licence for fraud, and for personal injury or death caused by negligence.



c. Subject to the above, neither of us shall be liable to the other for indirect, special or consequential loss or damage (howsoever caused) which occurs as a result of the use of, or lack of performance of the Getmapping Data.

7. Termination

- a. Either party may terminate this Licence with immediate effect.
- b. This Licence will automatically terminate when you cease being a student or member of staff at the place of education whose services and systems you are using, or your other association with the place of education ceases.
- c. Termination or expiry shall not affect either party's accrued rights and remedies.
- d. On termination, you shall (except in respect of any Getmapping Data for which at the time of termination or expiry, you have an appropriate licence from Getmapping Ltd.):
 - immediately cease accessing the service and using the Getmapping Data;
 - inform your place of education that your password or other login details should be deactivated;
 - destroy (or at our option return) all Getmapping Data that you hold or for which you are responsible, including any Getmapping Data that is embedded into any other material and provide written confirmation that you have done so at our request;
 - make sure anyone else you have supplied Getmapping Data to under this Licence also adheres to the terms of this Licence re ongoing use of the Licensed Data.
- e. If you continue to access and use Getmapping Data after this Licence has terminated your access and use will be unlawful and you will be liable for copyright and database right infringement and we will be entitled to pursue legal proceedings against you.
- f. 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

- a. Information identifying you (referred to as 'personal data' under data protection law) may be lawfully shared and processed between/by Getmapping Ltd. and us in certain circumstances, including where it is necessary for the performance of the contract(s) to which you are a party, for the purposes of pursuing our legitimate interests, or you have given consent to the specific processing. Your personal data will only be disclosed by us to Getmapping Ltd. and processed by them in the following circumstances:
 - To enable us to investigate any actual or suspected breach of this Educational User Licence or the agreement between us and your service provider, or other misuse or infringement of Getmapping Data; or
 - Where you give your specific consent, to enable us to understand / monitor the use of Getmapping Data in the education sector or feature your specific work.
- b. Any sharing or processing of your personal data will be in accordance with Data Protection Law

9. Other General Provisions

a. This Licence sets out the entire contract in respect of the subject matter of this Licence.



- b. We reserve the right to change this Licence, including the availability of any Getmapping Data, at any time. All such changes shall become incorporated into this Licence immediately.
- c. You shall keep a record of any Getmapping Data sharing that has occurred under paragraph 2(a)(ii) above and You shall make this available to us on request.
- d. You shall provide us with all reasonable assistance in investigating, remedying and pursuing any third party for any suspected unauthorised or unusual access and/or misuse of the Getmapping Data.
- e. We are entitled to assign, transfer or novate the benefits and obligations of this Licence. You are not entitled to subcontract, assign, transfer or novate the rights and/or obligations under this Licence.
- f. This Licence will be governed by English law and both parties agree to the exclusive jurisdiction of the English courts.