

**SKAPE GEO-INFORMATION PRODUCTS
STANDARD TERMS & CONDITIONS OF LICENCE**

Skape Returns
Infoterra Ltd
Europa House
The Crescent
Southwood
Farnborough
Hampshire GU14 0NL
United Kingdom

1. INTRODUCTION

By accessing Geo-information Products via the Skape service you agree to abide by the Terms and Conditions of Licence contained herein.

2. DEFINITIONS

SKAPE SERVICE – a web site operated by Licensor at www.skapeworld.com.

GEO-INFORMATION PRODUCTS – “Products” Any digital or paper geography product, including but not limited to three dimensional building representations and data, aerial photography scans & control, orthophotos, height data, satellite imagery and or mapping provided by Licensors and accessed by you.

LICENSEE – The person, organisation or company who is accessing the Geo-Information Product, on the basis of these Licence terms, having been accepted as a Licensee by Licensor and paid the Price due Licensor in consideration for such Licence.

LICENSOR – Infoterra Limited (Registered Number 2359955: Atlas House, 41 Wembley Road, Leicester LE3 1UT) who holds Intellectual Property Rights in the Products or has been licensed to market the Intellectual Property Rights of others under these terms.

PROJECT – Licence where the data can be used indefinitely for the purpose of the intended project only

3. LICENCE

Upon payment in full of the Price, Licensors grant Licensee, a non-exclusive, non-transferable Licence to use the Products for internal business use for the purpose of a specified project. In addition, GeoPerspectives Aerial Imagery Products, Ordnance Survey Raster products and MasterMap 2D prints are licensed under additional specific end user terms and conditions as detailed at Schedule A. LandSkape and Ordnance Survey MasterMap exports are licensed under additional terms and conditions found in document pdb-licence-36.pdf. For avoidance of doubt the LandSkape and Ordnance Survey products are licenced on a term basis and are not perpetual as outlined in the respective licence terms.

For the avoidance of doubt, except as detailed above, Licence does not allow:

- The sale or supply to, or use by, any third party of the Products, unless its an electronic transmission or print of a raster graphic image, video, 3D model print or 3D PDF produced solely for the purposes of allowing such third party to visualise the project
- Derivation of Information from the Products for the purpose of the sale or supply to, or use by any third party of this Information
- Display of the Products or any derived information on the World Wide Web except for video and raster graphic image display
- Use of the Products that may represent a risk of being misleading
- Licensees or their employees to make any representations concerning the Products

No variation to Licence shall be binding unless agreed in writing between Licensors and Licensee.

4. COPYRIGHT

Copyright Statements must be used in conjunction with Products as defined in Schedule B, and as advised from time to time.

5. ORDER AND SPECIFICATION

No order which has been accepted by Licensors may be cancelled by the Licensee except with the agreement in writing of Licensors and on terms that the Licensee shall indemnify Licensors in full against all loss (including loss of profit) costs (including the costs of all labour and materials used) damages, charges and expenses incurred by Licensors as a result of such cancellation.

6. PRICE and PAYMENT

The total price of the Products shall be Licensors' written quoted price as varied from time to time. The price is exclusive of any applicable Value Added Tax, which the Licensee shall be additionally liable to pay to Licensors. Licensee 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. Licence to Products is not deemed to commence until payment has been made of the Price in full to Licensors. The Licensors reserve the right to suspend a Licensee account if any of the Licence terms are not adhered to.

7. REFUNDS

If you are not satisfied with your order you can cancel your order by returning the order media, within 7 working days of receiving it and with all seals unbroken, to

If you received your data by download and wish to return it, please confirm that all copies of this data have been deleted.

The customer may apply to us in respect of a refund of the remaining credit balance in the event that they aren't satisfied with the service, to the above address in writing.

8. WARRANTIES & LIABILITY

Licensor warrants that the Products will correspond with their 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.

The above warranty is given by Licensor subject to the following conditions:

- Licensor shall be under no liability in respect of any defect in the Products arising from any drawing, design or specification supplied by the Licensee or in respect of any defect arising from failure to follow Licensor's guidance, misuse or alteration of the Products without Licensor's approval;
- Licensor shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Products has not been paid by the due date for payment; and except in respect of death or personal injury caused by Licensor's negligence, Licensor shall not be liable to the Licensee for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses, or other claim for consequential compensation whatsoever which arises out of or in connection with the supply of the Products, except as expressly provided in these Conditions.
- Except in respect of injury to or death of any person Licensor's aggregate liability for breach of contract, negligence or other default shall not exceed the value of the Contract.
- Except as expressed here all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law and this licence sets out the full extent of the Licensor's obligations and liabilities in respect of the Products.
- The Licensee acknowledges that the Skape Service may not be free of bugs or errors and agrees that the existence of any minor errors shall not constitute a breach of this Licence.

9. FORCE MAJEURE

Licensor 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 Licensor's obligations in relation to the Products, if the delay or failure was due to any cause beyond Licensor's reasonable control.

10. DATA PROTECTION

The Licensors and the Licensee shall comply with the Data Protection Act (the "DPA"). The Licensors agree that with regard to the processing of Personal Data (including any Sensitive Personal Data) by the Skape service, the Licensors are a Data Processor and that the Licensee is a Data Controller. Data Processor and Data Controller and all capitalised terms in this section will have the meanings ascribed to them in the DPA. Licensors shall process the Personal Data only in accordance with the Licensees instructions from time to time and shall not process the Personal Data for any purposes other than those expressly authorised by the Licensee. Licensee will comply with obligations equivalent to those imposed on the Licensee by the seventh principle of the DPA. Licensors agrees that in the event that Infoterra is permitted access to Personal Data held by the Licensees or is supplied with or otherwise provided with Personal Data by the Licensee, Licensors will having regard to the state of technological development and the cost of implementing any measures, take appropriate technical and organisational measures to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data to ensure a level of security appropriate to the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected and Infoterra will take reasonable steps to ensure compliance with those measures. Licensors shall provide reasonable assistance in any relevant subject access requests which may be received by the Licensee and/or its Users from Data Subjects. Licensors agrees to provide the Licensee with all reasonable assistance as the Licensee may reasonably request to confirm Licensors compliance with the requirements under this Data Protection section of these Terms and Conditions. In the event that Licensors engages any third party that may Process Personal Data, Licensors shall take reasonable steps to ensure that the third party has entered into a contract on terms ensuring the protection of Personal Data similar to those set out in these Terms and Conditions.

11. INTELLECTUAL PROPERTY

Licensor owns the Intellectual Property Rights in the Products or is licensed the copyright, design right and other intellectual property rights in the Products in order to market the Products. Licensor has not knowingly infringed any intellectual property rights of any third party but does not warrant or give any assurance to the

Licensee that any Product does not infringe the intellectual property rights of any third party.

12. INDEMNITY

The Licensee shall indemnify and keep Licensor indemnified against all costs, expenses, damages and demands incurred by Licensor in respect of any alleged infringement of the patents, trade marks, copyright, design or other industrial property rights used by Licensor at the request of the Licensee.

13. TERMINATION

Licensor shall be entitled to terminate the Licence immediately on giving written notice to the Licensee if the Licensee commits any material breach of any term of this contract. Forthwith upon termination the Licensee shall return to Licensor all copies of the Products or, if requested by Licensor, shall destroy such copies in a manner appropriate.

14. GENERAL

The Licensee shall not be entitled to assign, sub-licence or otherwise transfer to any third party the benefit of this Licence. 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 Licence 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.

15. NOTICES

All notices given by you to the Licensor must be given to Infoterra Limited at Atlas House, 41 Wembley Road, Leicester, LE3 1UT. The Licensor may give notice to you at either the e-mail or postal address you have provided. Notice will be deemed received and properly served 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

16. GOVERNING LAW AND JURISDICTION

These Terms and Conditions shall be governed by and construed in accordance with English law and the English Courts shall have exclusive jurisdiction in respect of any claims or disputes.

SCHEDULE A End user licence agreements

ORDNANCE SURVEY RASTER DATA AND PRINTS

Important notice

Any use of Ordnance Survey Data which is not expressly addressed in this Schedule under the definition of 'Standard Licensed Use' or which is not expressly permitted is prohibited. Any other use of Ordnance Survey Data may be made only with the express written agreement of Ordnance Survey in a form of a licence for the commercial use of such data, the terms and conditions for which are available on request.

Definitions

For the purposes of this Schedule:

Commercial Purposes means any purposes which seek to exploit the Ordnance Survey Data for financial gain or any purpose which is or is likely to place the use of the Ordnance Survey Data in competition with a third party who is seeking to exploit data licensed from Ordnance Survey for Financial Gain or for any other purpose;

Display means a single, static image with no size restriction, for example on display boards or on the Internet;

Excluded Bodies means any of the following:

- i. Central government departments, Crown bodies and non-departmental public bodies;
- ii. Local authorities;
- iii. Other public sector organisations (including companies in public ownership);

- iv. Utility companies managing fixed assets as follows:

Gas companies
Electricity companies
Water companies
Cable operators
Oil companies
Fixed line telecommunications companies;

Financial Gain means a benefit accruing where the Customer or any third party used by, or connected to, the Customer receives any revenue or credit for the publication or use of any Ordnance Survey Data in any format; and

Promotion(al) means bringing any product or service to the attention of actual or potential customers and where multiple copies are made in any media, the total map area at scale must not exceed A3 or 1 250 square centimetres size.

Internal Business Use

2.1 Internal Business Use is defined as the use of Ordnance Survey Data in the ordinary day-to-day activities involved in the internal administration and running of the Customer's business or organisation.

2.2 Such use of Ordnance Survey Data is only permitted in the following circumstances:

2.2.1 solely and explicitly for the administration and operation of the Customer's business or organisation (which excludes its supply to any third party unless expressly permitted in this Schedule);

2.2.2 in reports and submissions to third parties (where such activities relate to the internal administration and running of the Customer's business or organisation and the Customer shall advise such third parties that such Ordnance Survey Data shall not be used for any other purpose), provided such reports and submissions do not carry paid for advertising in respect of third parties. Such use shall include electronic transmission of a graphic image that is a raster data file produced solely for the purposes of allowing such third party to view and print one copy;

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 for 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

the use to which such clients shall put the Ordnance Survey Data shall be personal (in the case of a consumer client) or 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.

2.3 For the avoidance of doubt the permission of Ordnance Survey for such supply of Ordnance Survey Data to third parties as specified in Section 2.2.3 above is given on the basis that the Customer remains responsible and primarily liable to Ordnance Survey for the acts and omissions of such contractors and agents.

2.4 Such use does not extend to use of the Ordnance Survey Data:

2.4.1 by any associated undertaking of the Customer, including associated, subsidiary, affiliated, holding or any parent or group companies or any other undertaking (save to the extent such associated undertaking is acting as a contractor or agent providing services pursuant to Section 2.2.3 or is a client for professional services pursuant to Section 2.2.5); or

save in the case of contractors and agents providing services pursuant to Section 2.2.3 or provision of professional services pursuant to Section 2.2.5, for any Financial Gain or commercial purposes of the Customer, whether the Ordnance Survey Data are used on their own or in combination with any products or services

of the Customer or which convey any Financial Gain for the benefit of any person other than the Customer or its employees.

Conditions of use for publishing for display and/or promotional purposes

3.1 Subject to the restrictions in Section 3.2 below, Ordnance Survey Data may be published for display and/or promotional purposes provided there is no Financial Gain but only:

- 3.1.1 as a background to display information specific to the Customer's activities; or
- 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.

3.2 The following conditions apply to the publishing of the Ordnance Survey Data for Display and/or Promotional purposes by the Customer:

3.2.1 the correct database right, copyright, trade mark acknowledgements and licence number must be used. Acknowledgements are always required and each individual image using Ordnance Survey Data must contain the appropriate acknowledgement(s). Non-compliance will be regarded as a breach of your obligations under this Schedule and, without prejudice to any other rights, may incur royalties at our normal commercial use rates;

3.2.2 the Customer must overlay outputs generated using the Ordnance Survey Data with information that is specifically relevant to the purpose of the Display and/or Promotion. Use of Ordnance Survey Data in this manner must only be to demonstrate the services or activities to which the Ordnance Survey Data makes a significant contribution. Ordnance Survey Data must not be published on their own or in any format or as the primary or dominant part of any Display and/or Promotion and must always be combined with appropriate additional information relating to the Customer;

3.2.3 a visible background watermark to identify the source of the publication may be required by Ordnance Survey. This is a mandatory requirement when publishing Ordnance Survey Data electronically. The Customer shall choose its own method of applying a watermark from suitable alternatives. The purpose of the watermark is not to obscure or change the meaning of the Customer's message, but to establish the source of the material and to deter its use for other purposes;

3.2.4 when using the Ordnance Survey Data, whether in paper or electronic format, the Customer is to include a brief statement of the purpose of the publication and the reason why mapping information is included together with limitations for its further use. This can be placed anywhere within the document;

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 either in paper or electronic form. Any publication, both paper and electronically, 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. 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 unless expressly agreed in writing by Ordnance Survey; and

3.2.8 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.

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. For these purposes, a quarter shall be a period of three (3) months commencing on the first day of January, April, July or October in each year; 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.

25cm RESOLUTION RGB AERIAL PHOTOGRAPHY

By accessing this Geo-information Product you agree to abide by the Terms and Conditions of Licence contained herein and are not purchasing the data for or on behalf of any of the excluded organisations.

The Licence does not extend to the following organisations, nor any of their subsidiaries, affiliates, holding company or associated companies: Amazon, AmazonA9, AOL, Ask.com, Baidu, Bendi, DeTeMedien, Edushi, Endoxon, Eniro, ESRI, Excite, Fonecta, GlobeXplorer, Gsuo, Lycos, Map24, MapABC, Mapbar, Mappy.com, Mapquest, Michelin, Microsoft/MSN, Multimap, NAV2, Navteq, Navteq, NTT, Pages Jaunes, Pagina Amarillas, Pagine Gialle, SEAT, Sina, Sohu, TelContar/DeCarta, TeleAtlas, Telegate, TIM, TPI, Uumap, ViaMichelin, Yahoo, Yell, Zenrin. These organisations should contact the Licensor.

**SCHEDULE B
Products and Copyright**

PRODUCT	COPYRIGHT
3D RealSkape	Infoterra Ltd
3D UrbanSkape	Infoterra Ltd
3D LandSkape	Infoterra Ltd & Ordnance Survey
TrueSkape -	Infoterra Ltd
Aerial Imagery	Infoterra Ltd & BlueSky International Ltd
OS MasterMap®	Ordnance Survey
LandBase	Infoterra Ltd & BlueSky International Ltd
OS StreetView	Ordnance Survey
OS 1:25 000 Scale Colour Raster	Ordnance Survey
OS 1:50 000 Scale Colour Raster	Ordnance Survey
OS 1:250 000 Scale Colour Raster	Ordnance Survey
LIDAR	Infoterra Ltd
England DTM 5m	Infoterra Ltd & BlueSky International Ltd
England DSM 2m	Infoterra Ltd & BlueSky International Ltd
England 5m Contours	Infoterra Ltd

