

Ordnance Survey End User Licence

This Licence sets out the terms on which Pear Technology Limited (company number 3013412) licences Ordnance Survey Limited (company number 09121572) products for commercial re-use.

A. The Licensee commits that their Licensed Use of Ordnance Survey data is:-

1. Business Use. This is the use of Licensed Data solely for the internal administration and operation of the licensee's business.

and/or

2. Limited External Use. This is the use of Licensed Data, subject to paragraph 2.4, for the following purposes:-

- 2.1 To promote or further the licensee's own business by generating a map which demonstrates one or more of the following:-
- a) The location of the premises and static assets which the licensee owns, leases or manages
 - b) The location of a bespoke event organised by the licensee up to and for the duration of the event
 - c) Directions or routes (which are not specific to any particular customer or third party) to the premises or static assets in paragraph 2.1(a) or event, in paragraph 2.1(b).
 - d) The scope of the licensee's area of operation
- 2.2 To report on the licensee's own business by including a map in:-
- a) An annual report on the affairs of the licensee's business or for accounting purposes, in each case produced to comply with a statutory obligation (including, without limitation, section 415 of the Companies Act 2006)
 - b) A report to a regulatory body to which the licensee is subject in order to meet that regulatory body's requirements
- 2.3 In connection with the licensee's professional services but solely in the following ways:-
- a) To include a map within any professional services provided by the licensee to its clients, such map only to be used (in the case of a business client) for the internal administration and operation of such client's business.
 - b) To include a map in an advertisement in respect of the sale or letting of a property which is owned or leased by any of the licensee's clients provided that any such advertisement may only be published either:-
 - i) in a periodical published in paper format by a third party provided that any map contained in the licensee's advertisement may not feature in any electronic reproduction of such periodical which is published on the internet or in any other format
 - ii) in paper format within the licensee's own publication
 - iii) in electronic format on the licensee's own website
 - c) For the avoidance of doubt paragraph 2.3 does not permit the licensee to publish any map generated by Licensed Data on any third party website.
- 2.4 Limited External Use is subject to the following conditions:-
- a) Any map generated in accordance with paragraphs 2.1 and 2.2 and 2.3 shall not comprise
 - i) a service or product in itself

- ii) a significant part of any product or service offered by the licensee
- iii) a service or product (or significant part of any product or service) provided on behalf of a third party
- b) The map shall be in a raster format and the licensee shall use its reasonable endeavours to prevent third parties from being able to edit the map or from extracting Licensed Data from the map.
- c) The map shall not be of a larger scale or area and shall not contain a larger number of features than is reasonable for it to fulfil its function
- d) The licensee shall not receive any direct payment, credit or money's worth as a result of allowing third parties to access, view or use the map but, for maps generated in accordance with paragraph 2.1, the licensee shall be entitled to use the map in conjunction with advertisements that are not illegal, deceptive, misleading, unethical or detrimental to the reputation of the Licensed Data and/or Ordnance Survey
- e) The licensee must acknowledge Ordnance Survey copyright and database right ownership in a conspicuous position in all copies of Licensed Data (including Products and/or Services) in compliance with the Ordnance Survey Style Guide

and/or

3. Public Body External Use. This is the supply of OS MasterMap Topography layer to a Public Body subject to the following conditions:-

- 3.1 Both the licensee and Public Body Recipient must be licensed for Business Use or Public Sector Use for the same area of OS MasterMap Topography layer coverage being supplied and/or received.
- 3.2 The licensee shall obtain written confirmation from the Public Body Recipient to whom it is supplying OS MasterMap Topography Layer that the Public Body Recipient is licensed for Business Use or Public Sector Use for the same area of coverage of OS MasterMap Topography layer being supplied.
- 3.3 The licensee shall maintain a written record of, and upon Pear Technology Limited's and/or Ordnance Survey Limited's written request provide a written copy of that record to Pear Technology Limited and/or Ordnance Survey Limited:-
 - a) The names and addresses of Public Body Recipients to whom it has supplied OS MasterMap Topography layer
 - b) The OS MasterMap Topography layer which was supplied by it to the Public Body Recipient
 - c) When the OS MasterMap Topography layer was supplied by it to the Public Body Recipient
- 3.4 The licensee shall not receive any direct or indirect payment, credit or money's worth for the supply of OS MasterMap Topography layer to a Public Body Recipient
- 3.5 Pear Technology Limited and Ordnance Survey Limited shall have no liability in respect of any OS MasterMap Topography Layer supplied to a Public Body Recipient by the licensee other than:-
 - a) Death or personal injury to the extent it results from negligence, or that of its employees or agents
 - b) Fraud or fraudulent misrepresentation

- 3.6 The licensee must acknowledge Ordnance Survey copyright and database right ownership in a conspicuous position in all copies of Licensed Data (including Products and/or Services) in compliance with the Ordnance Survey Style Guide

B. Licensed Licensees of Ordnance Survey Data may:-

4. Grant the right to sub licence Licensed Data to contractors solely for the purpose of the contractor providing, or tendering to provide, the licensee with goods or services for the licensee's Licensed Use. Such rights are subject to compliance with:-

- 4.1 The licensee shall ensure prior to providing Licensed Data to a Customer Contractor that the number of terminals their Licensed Data is licensed for use on is sufficient to account for the licensee's own Licensed Use and the additional number of Terminals required by its Contractor(s). Else, the licensee shall pay an additional monetary sum to Pear Technology Limited to increase the number of terminals their Licensed Data is licensed for use on. The sum being wholly at the discretion of Pear Technology Limited, and the Licensee committing to payment of this sum within 30 days of the invoice date without deduction or set off. The Licensee commits that failure to do so constitutes sufficient justification for Pear Technology Limited to terminate this Licence with immediate effect without appeal or rebate
- 4.2 If the licensee provides Licensed Data to a Contractor in a digital form then the licensee shall ensure the contractor enters into a formal written agreement (before it has access to any Licensed Data). The formal written agreement shall include all relevant provisions and obligations of this Licence and compel the Contractor to comply with all such provisions and obligations.
- 4.3 If the licensee provides Licensed Data to a Contractor in a paper form the licensee shall not be required to enter into a formal written agreement with the contractor provided that the licensee ensures that:-
- a) The contractor uses any paper copies of Licensed Data solely for the purposes of providing, or tendering to provide, the licensee with goods or services for the licensee's Licensed Use
 - b) Any paper copies of Licensed Data only cover an area proportionate to the amount of goods or services that the contractor is engaged to provide
 - c) The contractor is not permitted to and shall not copy, sub-license, distribute, sell or otherwise make available any paper copies of Licensed Data to third parties in any form
 - d) The contractor destroys or returns to the licensee all such paper copies immediately upon:-
 - i) its completion of the tender of provision of goods or services referred to in 4.3(a)
 - ii) the expiry or termination of the licensee's licensed use of Licensed Datawhichever is the sooner, and provides, at the licensee's request, a sworn statement by a duly authorised person that it no longer holds any such paper copies
 - e) Neither the licensee nor contractor shall receive any direct or indirect payment, credit or money's worth for the supply of paper copies
 - f) The paper copies are marked in acknowledgement of Ordnance Survey copyright and database right ownership, in a conspicuous position, and in compliance with the Ordnance Survey Style Guide, and contain a statement stipulating that the contractor is

permitted to use the paper copies solely for the purpose of assisting the licensee with the delivery of the goods or services it is engaged to provide to the licensee.

4.4 The licensee may permit its contractor to supply paper copies to any third party provided that the contractor ensures that:-

- a) such third party is engaged to provide:-
 - i) all or part of the works that the contractor is engaged to provide to the licensee
 - ii) part of a larger project (which project also includes all or part of the works that the contractor is engaged to provide to the licensee)
 - iii) a series of works required by the licensee (which series also includes all or part of the works that the contractor is engaged to provide to the licensee)
 - iv) the third party uses the paper copies solely for the purposes of providing i), ii) or iii) above to the licensee for the licensee's Licensed Use
- b) such third party agrees to comply with the terms set out in paragraph 4.3 above

4.5 Any liability to which the licensee is beholden as a component of this licence shall extend to and include acts or omissions by the licensee's contractors.

5. Be granted upon termination or expiry of their licence a non exclusive, royalty free, perpetual licence to use Free to Use Data for their Licensed Use (including the right to sub-licence such Free To Use Data to contractors). This is Subject to:-

5.1 It being the licensee who terminates or allows their licence to expire (any instance where Pear Technology Limited and/or Ordnance Survey Limited instigates the termination of the licensee's licence does not grant Free to Use Data licence rights)

5.2 The definition and interpretation of what constitutes Free to Use Data being wholly at the discretion of Ordnance Survey Limited. Any revision to the definition or interpretation of what constitutes Free to Use Data being immediately and without exception applied to any terminated or expired licence making use of Free to Use Data licence terms. Furthermore, where any doubt as to what constitutes Free to Use Data exists the licensee shall consult Ordnance Survey Limited for guidance.

5.3 Any granted Free to Use licence shall entitle neither Pear Technology Limited, nor the licensee, nor any licensed contractors of the licensee (and the licensee shall ensure that it and no contractor shall), re-create, reproduce or represent any Feature Attribution or any Feature in any Topographic Dataset (or any substitution of such Feature Attribution or Feature).

5.4 Ordnance Survey Limited and/or Pear Technology Limited shall have no liability in respect of the licensee's or any of the licensee's contractors use of Free to Use Data. The licensee shall indemnify Ordnance Survey Limited and/or Pear Technology and keep Ordnance Survey Limited and/or Pear Technology Limited indemnified from and against all costs, expenses, damages, losses or liabilities incurred or suffered arising out of any third party dispute or claim in connection with the Free to Use Data (including, without limitation, any product liability claim). Except where:-

- i) death or personal injury is involved to the extent it results from Ordnance Survey Limited and/or Pear Technology Limited negligence, or that of its employees or agents
- ii) fraud or fraudulent misrepresentation

5.5 Licensee's must acknowledge the copyright and the source of the Free to Use Data by including the following attribution statement:

© Crown Copyright [and database rights] [insert year] OS [licence number].

Licensees shall include the same acknowledgement requirement in any contractual licences of the Free to Use Data that they grant, and a requirement that any further licences do the same.

5.6 The licensee committing to, upon any breach of Free To Use Data provisions by the licensee or the licensee's contractors, destroy all digital and paper copies of the Free to Use Data held by the licensee or for which it is responsible within 30 days and provide written confirmation that it has done so at Ordnance Survey Limited's and/or Pear Technology Limited's request.

5.7 The licensee accepting that any data it or its contractors creates using or in conjunction with Licensed Data are excluded from Free to Use Data Terms, where:-

- i) the data does not comprise Free to Use Data
- ii) the data infringes any Intellectual Property Rights in the Licensed Data

6. Be granted licence to receive any Licensed Data (which for the avoidance of doubt, includes any Ordnance Survey Intellectual Property Rights in any Data created using Licensed Data) from Public Bodies; and be licensed for such Licensed Data provided that:-

6.1 The licensee and the Public Body are licensed for the same area of coverage of the same Licensed Data being supplied by the Public Body

6.2 The licence to such Licensed Data is subject the provisions and obligations set out in this Licence

6.3 The licensee maintains a written record of:-

- i) the names and addresses of Public Bodies from whom the licensee has received Licensed data
- ii) the Licensed Data which was received by the licensee from the Public Body
- iii) when the Licensed Data was received by the customer from the Public Body

6.4 The licensee provides Pear Technology Limited and/or Ordnance Survey Limited with a copy of such Licensed Data (and the written record outlined in 6.3 above) upon written request being made by Pear Technology Limited and/or Ordnance Survey Limited

6.5 The licensee accepts the right for Ordnance Survey to directly enforce these provisions.

6.6 Ordnance Survey Limited and/or Pear Technology Limited shall have no obligation or liability in respect of the Licensed Data supplied to the Licensee from a Public Body.

Except where:-

- i) death or personal injury is involved to the extent it results from Ordnance Survey Limited and/or Pear Technology Limited negligence, or that of its employees or agents
- ii) fraud or fraudulent misrepresentation

7. For the avoidance of doubt, save where expressly permitted under this Licence, this Licence does not entitle the licensee to receive and/or use Licensed Data from any third party.

C. Licensed Licensee's of Ordnance Survey Data commit:-

8. To not using Licensed Data for any illegal, deceptive, misleading or unethical purpose or otherwise in any manner which may be detrimental to the reputation of Licensed Data or any person.

9. To using their best endeavours to use adequate technological and security measures to ensure that all Licensed Data is secure from unauthorised use or access. Including measures Pear Technology Limited and/or Ordnance Survey Limited may reasonably recommend, or that the Licensee and Pear Technology Limited and/or Ordnance Survey agree to, from time to time.

10. To not sub-licensing, distributing, selling or otherwise making Licence Data available to third parties; save where expressly permitted by this licence

11. That the meant definition of a terminal in this Licence, is 'a laptop, PC, workstation, tablet, handheld GNSS device or other equipment containing a screen on which the Licensed Data may be displayed or used, and which is internal or personal to the Customer and/or its permitted contractors'. Furthermore, the Licensee also commits that the number of terminals their Licensed Data is Licensed for use on is as set out on invoices raised by Pear Technology Limited (or otherwise confirmed in writing by Pear Technology Limited) from time to time.

12. That this licence has a one calendar year duration; commencing on the date upon which the Licensed Data covered by this Licence is to be (or was) supplied to the Licensee by Pear Technology Limited. Except where:-

12.1 This Licence only consists of an area of Ordnance Survey MasterMap Topography Layer coverage of less than 25 hectares. In which case the Licence has no expiration and commences on the date upon which the area of Ordnance Survey MasterMap Topography Layer coverage of less than 25 hectares is to be (or was) supplied to the Licensee by Pear Technology Limited.

12.2 This Licence only consists of Ordnance Survey MasterMap Imagery Layer and the Licensee has entered into a written agreement with Pear Technology Limited to purchase perpetual imagery rights. In which case this Licence has no expiration and commences on the date upon which Ordnance Survey MasterMap Imagery Layer with granted perpetual rights is to be (or was) supplied to the Licensee by Pear Technology Limited.

12.3 This Licence only consists of an area of Ordnance Survey MasterMap Topography Layer and the Licensee has entered into a written agreement with Pear Technology Limited, for a two or three year Licence duration. In which case this Licence has a two or three year duration (as applicable) and commences upon the date set out in the written agreement.

13. To paying Pear Technology Limited a monetary sum (or sums) as agreed in writing between the Licensee and Pear Technology Limited, in order to enter into or expand this Licence. The Licensee furthermore commits to payment of this monetary sum (or sums) within 30 days of the

date on any such raised invoice without deduction or set off and that failure to do so constitutes sufficient grounds for Pear Technology to terminate this Licence with immediate effect without appeal.

14. To permitting Pear Technology Limited to disclose to Ordnance Survey Limited that it has licensed the Licensee for Licensed Use of Licensed Data and what that Licensed Data includes (including, without limitation, but not necessarily limited to, names, addresses, telephone numbers, dates, area of Licensed Data coverage and Licensed Data type).

D. Licensed Licensee's of Ordnance Survey Data acknowledge that:-

15. Ordnance Survey Limited reserves third party rights affecting this licence. Including:-

15.1 The right to change any part of this Licence:-

- i) on 12 month's notice, unless such change is required by law or by suppliers on less than 12 months notice or is deemed necessary by Ordnance Survey Limited as a result of Change in Law or the exercise of rights by another third party, or Ordnance Survey Limited's reasonable anticipation of such a Change in Law or the exercise of such rights, in which case we shall give you such notice as is reasonably practicable in the circumstances
- ii) with such notice as Ordnance Survey Limited sees fit if Ordnance Survey Limited considers such change will either be beneficial or not detrimental
- iii) by agreement, in writing, and signed on behalf of The Licensee and Ordnance Survey Limited

15.2 Should Ordnance Survey Limited remove any Licensed Data covered by this licence as a result of a variation under clause 15.1, then, within 30 days of the date of variation, the licensee shall destroy (or at Ordnance Survey Limited's request; to return) all affected Licensed Data which it holds or for which it is responsible, in any media (including digital, paper copies and any Licensed Data embedded in any other material) and provide Pear Technology Limited and/or Ordnance Survey Limited with written confirmation that it has done so upon request. Except where Pear Technology Limited and/or Ordnance Survey Limited confirms to the licensee, in writing, that it may do otherwise.

15.3 The right to contact the licensee and/or it's Licensed Contractors for the purposes of monitoring the licensee's dealings with Licensed Data and enforcing Ordnance Survey Limited's rights.

15.4 The right to terminate any Licence with immediate effect

15.5 Entitlement to assign, transfer, novate, subcontract or sub-licence 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 Ordnance Survey Limited's activities or functions to any other entity, to the entity to which Ordnance Survey Limited's activities or functions have been transferred. The Licensee agrees to the assumption of Ordnance Survey Limited's obligations under this Licence by that entity and, if required, shall enter in an agreement to this effect.

16. This Licence will be governed by English law and all parties submit to the exclusive jurisdiction of the English courts. All parties agree to use reasonable endeavours to settle any disputes by

discussion between them, however, any party may refer any dispute to the English courts immediately.

E. Licence Expiry and Termination:-

17. If the Licensee allows a Licence to expire, or the Licensee terminates a Licence, then the Licensee may retain Licensed Data in an archive for the sole purpose of addressing a complaint or challenge from a regulator or other third party regarding the Licensee's use of such data during the term of the licensed period. The Licensee may also retain data which has been included in Products and/or Services in a paper format. If the licensee enters into a new licence (with Pear Technology Limited, Ordnance Survey Limited or any other licensed supplier of Ordnance Survey data) then the Licensee may retain data, subject to the terms of the new licence, provided that:-

- i) the commencement date of the new licence falls on or before the date on which the licence expires and/or terminates.
- ii) the data does not contain third party Intellectual Property Rights (unless such retention is permitted under the relevant new, expired or terminated licence).
- iii) it is the same OS data as the data licensed under the new licence.
- iv) it is the same area of coverage as the data licensed under the new licence.

The Licensee shall otherwise, within 30 days, destroy all data relating to the expired and/or terminated licence which it holds or for which it is responsible and provide written confirmation that it has done so at Pear Technology Limited's and/or Ordnance Survey Limited's request. For the avoidance of doubt, it is the Licensee's responsibility to ensure that these terms apply to any third party contractor to whom the Licensee may have permitted use of the data under the expired or terminated licence.

Ordnance Survey Limited has the right to enforce these terms pursuant to the Contracts (Rights of Third Parties) Act 1999. Pear Technology Limited and Ordnance Survey Limited shall have no liability in respect of the data, or the Licensee's use of it, or any Contractors use of it, following termination or expiry of the licence.

And for the avoidance of doubt:-

- v) Any Licensed Data containing third party Intellectual Property Rights may not be archived.
- vi) Should Pear Technology Limited and/or Ordnance Survey Limited terminate a Licence then archiving is not permitted.
- vii) Pear Technology Limited and/or Ordnance Survey Limited shall have no liability in respect of any archived Licensed Data
- viii) The right to archive Licensed Data is terminated with immediate effect following any breach of these terms
- ix) The provisions of this Licence intended to survive termination and/or expiry of the Licence (including provisions 8, 9 and 10 and any other relevant provision or sub-provision) apply to archived Licensed Data

F. Pear Technology Warrants that:-

18. It will Licence the Licensee for Licensed Use of Licensed Data, subject to all relevant provisions and obligations as set out in this Licence, and to the extent that:-

- 18.1 The Licensed Data included for Licensed Use by this Licence is as defined by Pear Technology Limited from time to time (or by agreement between the Licensee and Pear Technology from time to time).
- 18.2 The extent of coverage of any and all Licensed Data included for Licensed Use by this Licence is as defined by Pear Technology Limited from time to time (or by agreement between the Licensee and Pear Technology from time to time)
- 18.3 It is able to grant this Licence to the Licensee
- 18.4 Should a Licensee either renew a licence or enter into provision 12.3, that it shall supply to the Licensee at no additional cost to that set out under provision 13, an update of the Licensed Data covered for Licensed Use by this licence, once per calendar year; upon the Licensees request. Pear Technology Limited reserves the right to charge an additional fee, wholly at Pear Technology Limited's discretion, for any additional requests for updates to the Licensed Data within in any one calendar year. For the avoidance of doubt, any perpetually Licensed Data making use of provisions 12.1 or 12.2 are not entitled to any updates of the Licensed Data.
- 18.5 It will return Royalties to Ordnance Survey Limited for all Licensed Data included in this Licence; where applicable
- 18.6 It will liaise with Ordnance Survey Limited on the Licensee's behalf should the Licensed Data not substantially conform to the relevant product specification, provided that the non-conformance has not been caused by any modification or addition not performed or authorised by Ordnance Survey Limited. If it does not conform and Pear Technology Limited notifies Ordnance Survey Limited within 90 days of its receipt, then Ordnance Survey Limited will rectify the Licensed Data so that it substantially conforms to the relevant product specification. Ordnance Survey may not complete such rectification until the next due update due following the notification. Rectification under this clause shall be Ordnance Survey Limited's and Pear Technology Limited's sole and exclusive remedy and liability respectively for Licensed Data which does not conform to the relevant specification. If Ordnance Survey Limited is unable to rectify the non-conformance, any party may terminate this Licence by notice in writing with immediate effect. Please note that Licensed Data has not been created for any particular Licensee's requirements and that failure to take updates to the Licensed Data as set out in clause 18.4 will, over time, likely degrade the operation, functionality and accuracy of Licensed Data and cause it to fail to meet the current relevant product specification. Ordnance Survey Limited and/or Pear Technology Limited shall not be liable to the Licensee for any loss suffered by the Licensee to the extent it would have been avoided had the Licensee requested an update to the Licensed Data as set out in clause 18.4.