

USAGE & ROYALTIES FOR ANNUAL LICENSING OF ORDNANCE SURVEY DATA

Schedule 2 Usage and Royalties

This version, number..... dated.....

Supersedes version..... dated.....

and forms part of the Agreement reference number.....

Royalty levels – clause 7

We will invoice you at the commencement of this Agreement and [annually/ biannually/ quarterly] in advance thereafter. [We have agreed with you to divide the initial supply charge for the OSi Data into five equal annual payments over the lifetime of this agreement. If either of us terminates this Agreement before its full term, any unpaid part of the supply charge becomes immediately due for payment.]

[The royalties due for each year of the term of this Agreement will be those in the relevant OSi price list prevailing at each anniversary of the commencement of this Agreement.] or [The royalties due for each year of the term of this Agreement will be those due for the preceding year, inflated by the most recent rate of CPI as calculated by the Central Statistics Office available at each anniversary of the commencement of this Agreement]. Details of the calculations used in determining the royalty levels will be made available on request.

[Interest on all invoices outstanding after 30 days will be payable at 2% above the base rate of the Bank of Ireland] or [The terms of the European Communities (Late Payment in Commercial Transactions) Regulations 2002 apply to outstanding balances].

Restrictions on Use – clause 3

The following restrictions apply with regard to your use of the OSi Data:

- [Subject to the terms of Schedule 3 to this Agreement, you may use OSi Data on the website with the URL www.anything.anywhere.]

- The maximum extract of OSi Data that you can use for promotional purposes is A3 at source scale. Only paper copies of the OSi Data may be used for such purposes.
- The maximum aggregate quantity of promotional material in which you can include OSi Data in any year of the term of this Agreement is 10,000 units. Only paper copies of the OSi Data may be used for such purposes.

Copyright Acknowledgements – clause 5.5 and Schedule 3

You will use the following copyright acknowledgement on any OSi material that you reproduce in digital or paper form, including on the Internet:

Includes Ordnance Survey Ireland data reproduced under OSi Licence number xxxx.

Unauthorised reproduction infringes Ordnance Survey Ireland and Government of Ireland copyright.

© Ordnance Survey Ireland, year

[The year to be used is the date of publication; you will be informed of your Licence number during the application process.]

Where there is insufficient room to include the full note it is permissible to use the following:

*© Ordnance Survey Ireland. All rights reserved.
Licence number xxxx.*

Information Returns – clause 5.3

1. You will provide us, at each anniversary of the commencement of this Agreement, with **an annual return of third parties who hold your OSi Data,**

containing the following information for each organisation:

- Name of organisation
- Address
- Official responsible for the OSi Data
- Details of the OSi Data that they hold
- Date on which they received the OSi Data

- Purpose for which they are holding the OSi Data
- Date on which you expect them to return/ destroy the OSi Data

2. You will provide us, at each anniversary of the commencement of this Agreement, with an ***annual return of the promotional material that you have***

created including OSi Data during the previous 12 months. The return will contain the following information:

- Date material produced
- Quantity produced
- Details of the material (preferably by attaching a copy of the material)

**Signed for and on behalf of Ordnance Survey
Ireland**

Signed for and on behalf of Licensee

Signature

Signature

Name

Name

Title

Title

Date

Date