

Terms and conditions for the licensing of Ordnance Survey Ireland data for the purposes of research and fostering innovation

This Agreement has a start date as set out on the OSi invoice and a term of three months (Term) which can be extended by the written agreement of the Parties. Information provided on the Application Form, and instructions provided in writing by OSi, form part of this Agreement.

This OSi licence type is designed to offer short to medium term early stage support and access to OSi Data (as defined below) to applicants in the process of developing innovative commercial or non – commercial applications/products which utilise OSi Data. This OSi licence is only appropriate for those persons or organisations that have had full and comprehensive discussions with OSi concerning the development of applications/products utilising OSi Data (or any intellectual property rights of the OSi) (Products and Services). A comprehensive business plan (Business Plan) setting out the nature of the proposed Products and Services to be developed and the intended use of OSi data in a form satisfactory to the OSi must be provided together with the Application Form and is appended to this licence. The OSi offers a range of licenses tailored to the different needs of applicants and the different stages of Products and Services developed by those applicants. The decision of the OSi to offer or not offer a particular type of licence is matter for the OSi at its sole discretion.

The parties are:

- **Ordnance Survey Ireland (OSi)**, a statutory company with its head office at Phoenix Park, Dublin 8, Ireland ('we' 'our' 'us'); and
- **The Licensee** as set out on the Application Form ('you' 'your')

The **headings** in this Agreement are for information and identification only and do not form part of the Agreement.

1 The relationship between us and you

You have requested and we have agreed to grant you a licence in respect of the OSi data as you have detailed on the Application Form for the purposes as set out in the Business Plan and for the purposes of as we have explicitly agreed to in writing ('OSi Data') and as set out in the Appendix hereto.

- Use, reproduce and adapt the OSi Data, and combine the OSi Data with any other records or data held by you, solely for the purposes set out in your Application Form and Business Plan and explicitly agreed by us;
- Make up to fifty paper copies of the OSi Data for these purposes; and
- Use the OSi Data in reports, presentations and submissions produced by you (including for clients) in connection with the purposes set out in your Application Form and explicitly agreed by us.

2 Ownership

The Government of Ireland and OSi have intellectual property rights in the OSi Data. All OSi Data licensed to you under this Agreement remains the property of the Government of Ireland and Ordnance Survey Ireland. In some instances, our suppliers and other third parties also have intellectual property rights in the OSi Data. In all instances, including where we license you to use third-party data, we declare that we have the authority and power to grant you the rights set out in this Agreement.

- 3.2 The maximum amount of OSi Data available under this licence is 2,500 sq. kms of Discovery Data, 2 sq. kms of 1:1,000 Prime Data, 6 sq. kms of 1:2,500 Prime Data and 24 sq. kms of 1:5,000 Prime Data [and in this particular licence you are authorised to use OSi data only in accordance with and to the extent set out in the Appendix].

3 Grant of licence

- 3.1 Under this Agreement, in consideration of your paying the fees referred to in Clause 6 and performing your other obligations under this Agreement, we grant you a non-exclusive, non-transferable [worldwide] [revocable] licence for the Term (which can be extended or renewed at the sole option of the OSi if you satisfy the OSi that the purposes to which you are putting the OSi Data continue to come within the scope of this Agreement) to:

- 3.3 You have no rights in the use of the OSi Data other than those expressly set out in this Agreement. In particular, this Agreement does not allow you to pass the OSi Data to any partners or contractors or agents working on your behalf, nor to sell, trade, let or hire the OSi Data [save with the prior written permission of the OSi and if such permission is granted you remain responsible for any usage by a contractor or third party and must ensure that any such contractor or third party adheres to the term of

this licence]. You shall ensure that you and your customers, agents, and partners observe the restrictions on the use of OSi Data contained in this Agreement. You will also ensure that your obligations under this Agreement (including the restrictions on use) are passed on to your customers, agents, and partners through your agreement or terms of supply. Before release of any of your Products and Services you will provide us with proposed copies of your agreement or terms of supply. We will inform you in writing within 30 days of receipt of your proposed terms of supply if we require direct licence agreements with your customers, agents, or partners or require you to licence the OSi Data under a different OSi licence type. If this is the case, you will not release your Products and Services until we have concluded such direct licence agreements.

3.4 This Agreement shall commence on the date of the last signature to this Agreement and shall continue in force for the Term. For the avoidance of doubt this Agreement is not automatically renewable. If at the end of the Term there has been in our opinion no appreciable development or resulting product innovation justifying an extension further discussions will be necessary with us. We reserve the right to request any additional information from you as deemed reasonable by us to allow us to review your usage of the OSi Data and to ensure that your usage and the Products and Services you are developing using the OSi data are appropriate and come within the intended scope of this Agreement. Any decision in this regard is final and is at our sole discretion.

4 Obligations on you

- 4.1 You will take all reasonable security measures to ensure that all OSi Data which you hold or are responsible for is physically secure from unauthorised use or access.
- 4.2 You will ensure that you observe the restrictions on the use of the OSi Data set out in this Agreement.
- 4.3 You will ensure that you fully protect the intellectual property rights in the OSi Data, and that you protect and do not interfere with our trade names and trade marks or intellectual property rights. You will notify us if you suspect any infringement or other breach by a third party of these intellectual property rights or our trade marks, and will give us all reasonable assistance (at our expense) and comply with all reasonable instructions from us in our pursuit of any infringement.
- 4.4 You will ensure that you comply with our instructions with regard to the use of trade marks and copyright acknowledgements in any material which you create from the OSi Data. You will in particular use the following copyright acknowledgement alongside any reproduction of OSi Data in data or paper form:

*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.]

- 4.5 You will nominate a person acceptable to us to be responsible for the OSi Data.
- 4.6 You will not use the OSi Data, or allow it to be used by others, in any manner which we reasonably feel is inconsistent with the goodwill in our name.
- 4.7 You shall indemnify us against all liabilities, costs, expenses, damages or losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) [(each a "Claim")] suffered or incurred by us arising out of or in connection with your exercise of the rights granted under this Agreement or any breach by you of the terms of this Agreement, including any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any intellectual property rights of a third party or our intellectual property rights; or in respect of damage to property, death or personal injury arising from any fault or defect in the Products or Services; or arising out of or in connection with (i) the access to, use or distribution of the Products and Services and (ii) the development, integration, evaluation, testing, demonstration, production, selling or licensing of the Products and Services.
- 4.8 You are responsible (and shall be liable) at all times for the acts or omissions of any partner, agent or third party you use to perform any activities under this Agreement, as though they were your acts and omissions. You shall indemnify us against all costs, expenses, claims, loss or damage incurred or suffered by us, or for which we may become liable (whether direct, indirect or consequential and including any economic loss or other loss of profits, business or goodwill) arising out of any act or omission of any agent and/or third party.

5 Obligations on both of us

- 5.1 We both agree:
 - That Confidential Information means information (whether specifically designated as 'confidential' or not) that relates to the affairs of one party to this Agreement and that is acquired by the other party in anticipation of, or as a result of, this Agreement. This excludes information which is public knowledge, other than through the breach of any duty of confidentiality;

- To use Confidential Information only for the purposes of performing the obligations imposed or the rights acquired under this Agreement; and
- Except as required by law, not to disclose Confidential Information to any third parties or to any employees except those who are directly involved with this Agreement, without each other's prior written consent.

5.2 We are subject to the Freedom of Information Act 2014 (FIA 2014). We may be required under that Act to disclose to third parties information that you provide to us. Should you wish to assist us in identifying any sensitive information supplied by you in the course of making and meeting the terms of this Agreement you should, when providing the information, identify the reasons for its sensitivity and why in your view it should not be subject to release under the FIA 2014. A decision on what should be released or disclosed under the FIA 2014 is a matter for us at our sole discretion.

5.3 Throughout the term of this Agreement we will both maintain accurate records relating to all transactions arising out of this Agreement.

6 Licence fees

6.1 We will invoice you on the basis of the information supplied by you. We will calculate the fee (which may be waived in writing by us if we determine that your Business Plan is sufficiently innovative to justify such support in the public interest) with reference to the relevant publicly available OSi price list current at the date of the invoice. For the avoidance of doubt, you will pay VAT and any other taxes at the rate prevailing on the date of the invoice.

6.2 You will pay all invoices within 30 days of invoice. Interest will be payable at 2% above the base rate of the Bank of Ireland on any outstanding balances.

7 Auditing and Review Process

7.1 You agree to keep, in paper and electronic form, at your normal place of business (or any place where the OSi Data is being used or kept) detailed, accurate and up-to-date records ('Records') which shall be sufficient to show compliance by you of your obligations under this Agreement. You agree and shall procure that your agents and sub-contractors (if any) agree, to retain all Records for a period of not less than six years (or such other period as may be required by law) or statute or stated in the Agreement after completion of performance under the Agreement.

7.2 We shall have the right to audit, during normal business hours, any and all Records held by you, (and for the avoidance of doubt any third party which holds or has

held any such Records for or on your behalf), your agents and contractors during the performance of the Agreement and during the six year period (or such other period as may be required by law or statute or stated in the Agreement) following expiry or termination for the purpose of determining compliance by you with your obligations under this Agreement. We shall bear the cost of an audit conducted pursuant to the terms of this clause 8.3 ('Initial Audit'). If the report from the Initial Audit determines that you are not in compliance with your obligations under the terms and conditions of this Agreement, we shall have the right to conduct a further audit and such audit shall be at your expense or alternatively, in our sole discretion, we may forthwith terminate this Agreement. You shall give all necessary assistance to the conduct of such audit during the Term of this Agreement and for a period of six years after expiry or termination of this Agreement.

7.3 You shall and where required by us, shall procure that your agents and contractors shall grant us or our agents access during working hours to your premises (or any premises where the OSi Data is being used or kept), to and take copies of as well as inspect all Records relevant to this Agreement for the purpose of monitoring your compliance with and/or performance of your obligations under this Agreement and shall produce such Records relevant to this Agreement whenever reasonably required to do so by us.

8 Termination

8.1 This Agreement may be terminated immediately by us if you fail to comply with the restrictions in the use of the OSi Data set out in clause 3 of this Agreement or in our opinion your usage and exploitation of the OSi Data and the Products and Services you are developing are not appropriate for development under this Agreement.

8.2 Subject to clause 8.1, this Agreement may be terminated by either of us immediately on notice if the other party:

- Is in breach of any of the terms of this Agreement and such breach is incapable of being remedied; or
- Is in breach of any of the terms of this Agreement and, the breach being remediable, fails to remedy the breach within such reasonable period as may be specified in a written request to do so; or
- Is subject to any insolvency or bankruptcy proceedings or ceases to carry on all or a substantial part of your business.

8.3 Termination or expiry of this Agreement will not affect our or your accrued rights and remedies.

8.4 In the event of termination or expiry of this Agreement you will, unless we otherwise authorise you in writing:

- a) immediately cease the use of the OSi Data which you hold or for which you are responsible and any other intellectual property rights of ours;

- b) within 30 days destroy all OSi Data which you hold or for which you are responsible, or return all such OSi Data to us, and provide, at our request, a sworn statement by a duly authorised executive that you no longer hold any OSi Data.

8.5 Clauses 4, 5, 7, 8, 9 and 15 survive the expiry or termination of this Agreement until such time as the terms of clause 8.3 have been fully complied with, after which clauses 5.1, 5.2, 8.3, 9 and 15 continue to survive.

9 Liability

- 9.1 It is your responsibility to ensure that OSi Data is suitable for your intended purposes and we accept no liability as to the fitness of OSi Data supplied in meeting your needs. We exclude to the fullest extent permissible by law all warranties, conditions or terms that may be implied by statute, statutory instrument, common law, custom or otherwise. Without limiting the general effect of this Clause 9.1, we do not warrant that (i) the supply of the OSi Data will be free from interruption; (ii) the OSi Data is accurate, complete, reliable, secure, useful, fit for purpose or timely; or (iii) the OSi Data will be suitable for or be capable of being used by you or any third party.
- 9.2 We shall not be under any liability of any sort or liable for any damage, injury or loss whatsoever, whether in tort (including negligence) or otherwise, other than liability for breach of this Agreement.
- 9.3 We shall not under any circumstances whatsoever be liable for any special, incidental, indirect or consequential damages including damages or costs incurred as a result of loss of time, loss of savings, loss of data or loss of profits.
- 9.4 The total and aggregate liability of either of us whether in contract, tort (including negligence) or otherwise for any loss or damage arising out of or in connection with this Agreement will not at any time exceed an amount equal to the total monies paid or due to be paid by you to us in the twelve months preceding the date on which the claim arose; save that your liability for infringement or breach of intellectual property rights in or related to OSi Data will be unlimited.

10 Events beyond our or your control

Where either of us fails or is delayed in carrying out obligations under this Agreement due to circumstances

beyond that party's reasonable control, and the party affected complies with this section, it shall not be responsible for any such delay or failure. In such circumstances the party affected will notify the other party as soon as possible. We will each allow the other a reasonable extension of time to carry out the obligations in these circumstances. The party affected will make all reasonable efforts to mitigate the effects of the circumstances in question.

11 Entire Agreement

This Agreement supersedes all prior agreements and undertakings between the parties and constitutes the entire agreement between the parties in relation to the OSi data covered by this Agreement.

12 Changing the parties to the Agreement

This Agreement cannot be assigned, sub-let or transferred in any way.

13 Changing the Agreement

You accept the terms and conditions of this Agreement as they exist at the date of payment by you of fees under Clause 6 of this Agreement. The waiving (which must be in writing) on a particular occasion or occasions by either of us of rights under this Agreement does not imply that other rights will be waived or that the right waived will be waived again.

14 Notices

All notices which each of us are required to give to the other under the Agreement shall be in writing.

- Your notices to us will be sent to Digital Sales Department, Ordnance Survey Ireland, Phoenix Park, Dublin 8;
- Our notices to you will be sent to the address given in the Application Form, amended by notice by you as necessary.

15 Governing law

This Agreement will be governed by and construed in accordance with the laws of Ireland. If any part of this Agreement is held by the courts to be invalid, unenforceable or illegal, we both agree that the remainder of this Agreement shall stand.