

Data Exploration Licence

-  Is **free of charge**.
-  Lets you use Exploration Data for the period ending 31 December 2020. **Exploration Data** means OS data products (including OS MasterMap® Topography Layer, OS MasterMap® Imagery Layer, OS MasterMap® Highways Road Network with Routing and Asset Management Information, OS Terrain® 5, AddressBase® and Points of Interest) and project-based datasets within Manchester's Oxford Road corridor, including imagery, point clouds, surface and building models, and road markings and street asset datasets.
-  Includes both this page and the small print below. Please read all terms before accessing any Exploration Data so that you understand this Licence and what we agree you can do and can't do with Exploration Data.
-  Lets you do any of the things we list below.

You can:

	Use Exploration Data covering central Manchester in conjunction with the development and use of visualisation software tools in association with the Open Geospatial Consortium CityGML Challenge.
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In return, we ask you to:

	Provide us with information about you and/or your company or organisation as requested when you register to access Exploration Data so that we know who we are licensing and what you are wanting to do.
	Acknowledge that you're using Exploration Data and that you're doing so in the right way by using our style guide style guide for third parties (https://www.ordnancesurvey.co.uk/docs/support/ordnance-survey-style-guide-for-third-parties.pdf) . Please note this doesn't mean you can use OS branding or trademarks or anything that can be confused with them.
	Take sensible measures to make sure all Exploration Data supplied to you is secure from any unauthorised use or access.

Under this Licence you must not do the following:

	Unless we expressly permit you to do so above, make any Exploration Data available to third parties or create any products or services which have benefitted from, relied on or made any use of Exploration Data (including, without limitation, where you have created your products or services by copying, publishing, modifying, re-formatting, analysing or performing searches, look ups or enquiries using Exploration Data). You agree that, if you want to make Exploration Data available in this way, you will tell us and will not proceed until we agree the basis on which that can happen.
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The Small Print

1 Parties

This Licence is between Ordnance Survey Limited, (**we/us/our/OS**) and the person or organisation who downloads the Exploration Data (**you/your**). We are a company registered in England and Wales (company registration number 09121572). Our registered address is Explorer House, Adanac Drive, SOUTHAMPTON, SO16 0AS. You and we are each a **party** and together the **parties**.

2 Licence

Subject to the restrictions referred to in this Licence, we grant you a non-exclusive, non-transferable, revocable licence to use Exploration Data for the relevant period stated above for the permitted purposes described in the table above.

By accessing and using Exploration Data you agree to be bound by these terms and conditions. Accessing and using Exploration Data constitutes acceptance by us of your request. These terms and conditions form the licence between you and us (**Licence**).

This Licence commences with effect from the date you first request access to Exploration Data.

3 Intellectual Property Rights

We and/or our suppliers (including the Crown) own all the intellectual property rights in Exploration Data. All rights not expressly granted are reserved to OS and its licensors (including the Crown).

4 Feedback

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

5 No Warranty

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

6 Liabilities

There is nothing in this Licence that excludes or limits your liability for an infringement or breach of our intellectual property rights.

Neither party excludes its liability to the other under this Licence for fraud, and for personal injury or death caused either by its negligence or that of its employees and authorised subcontractors and agents.

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

7 Termination

Either party may terminate this Licence with immediate effect. Termination or expiry of this Licence shall not affect either party's accrued rights and remedies. On the termination of this licence you shall (except in respect of any Exploration Data for which at the time of termination or expiry, you have an appropriate licence from OS):

- immediately cease using the Exploration Data;
- destroy (or at our option return) all Exploration Data under this Licence that you hold or for which you are responsible including any Exploration 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 Exploration Data to under this Licence also adheres to these conditions.

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 and privacy

You shall comply with all relevant laws and regulations relating to the processing of personal data and privacy, including, without limitation:

- any data protection legislation from time to time in force in the UK, including the *Data Protection Act 2018*;
- unless and until the General Data Protection Regulation ((EU) 2016/679) (the **GDPR**) is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK; and
- any successor legislation to the *Data Protection Act 2018* and/or the GDPR.

We shall comply with the terms of our privacy policy available here.

9 Confidentiality

Neither you nor we will disclose to any person (either during the term of this Licence or after), any confidential information belonging to the other party which is in its possession as a result of this Licence unless with the consent of the other party or due to a legal, governmental or regulatory requirement. You acknowledge that we are bound by the *Freedom of Information Act 2000* and the *Environment Information Regulations 2004* and you will provide such assistance, without charge, as we shall reasonably request to assist us comply with these statutes.

10 Other General Provisions

This Licence sets out the entire agreement and understanding between you and us in respect of the subject matter of this Licence.

We may change any part of this Licence, including the availability of the Exploration Data, at any time. We shall endeavour to provide reasonable notice of such changes but in certain circumstances we may be required to make changes with immediate effect.

Any notice under this Licence shall be effected when given to your registered e-mail address.

You shall not assign, transfer or novate rights and obligations under this Licence. We shall be entitled to assign, transfer or novate 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 our activities or functions to any other entity, to the entity to which our functions have been transferred. You expressly agree to the assumption of our obligations under this Licence by that entity.

This Licence will be governed by English law and both parties agree to the exclusive jurisdiction of the English courts.

A person who is not a party to this Licence has no rights under the *Contracts (Rights of Third Parties) Act 1999* to enforce or enjoy the benefit of any term of this Licence.