



Terms and Conditions Applying to Ordnance Survey AddressBase Premium Data

This Agreement is between you, the Customer, and:

Allies Computing Ltd
Manor Farm Barns
Fox Road
Framingham Pigot
NORWICH
NR14 7PZ

A Company registered in England and Wales under Company number 02170222 and whose Registered Office is at the above address.

We will consider your acceptance of these Terms & Conditions upon any or all of the following events: Installation or registration of our products or services, returning to us an order form or provision of a Purchase Order and/or upon payment of your purchase/renewal fee.

The Agreement is effective upon installation of our products and/or services for an initial Term of 12 months renewable annually until Termination.

Licenced Data means the AddressBase Premium Dataset published from time to time by Ordnance Survey

1. Licenced Use

1.1 The Customer's Licenced Use of Licenced Data is:

- 1.1.1 Business Use as set out in paragraph 2;
- 1.1.2 Limited External Use as set out in paragraph 3;
- 1.1.3 Public Body and Infrastructure Body External Use as set out in paragraph 4; and
- 1.1.4 Corporate Group Sharing as set out in paragraph 5 (subject to appropriate Royalties being paid).

2. Business Use

2.1 Business Use is the use of Licenced Data solely for the internal administration and operation of the Customer's business.

2.2 Business Use does not entitle the Customer to make available or to provide Licenced Data to third parties.

3. Limited External Use

3.1 Limited External Use is, subject to paragraph 3.2, the use of Licenced Data:

- 3.1.1 To promote or further the Customer's own business by generating a map which demonstrates one or more of the following:
 - 3.1.1.1 The location of the premises and static assets which the Customer owns, leases or manages;
 - 3.1.1.2 The location of a bespoke event organised by the Customer up to and for the duration of the event;
 - 3.1.1.3 Directions or routes (which are not specific to any particular customer or third party) to the premises or static assets in paragraph 3.1.1.1 or event in paragraph 3.1.1.2;
 - 3.1.1.4 The scope of the Customer's area of operation;
- 3.1.2 To report on the Customer's own business by including a map in:

- 3.1.2.1 An annual report on the affairs of the Customer'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); and/or
- 3.1.2.2 A report to be submitted to a regulatory body to which the Customer is subject in order to meet that regulatory body's requirements; and/or
- 3.1.3 In connection with your Customer's professional services but solely in the following ways, either:
 - 3.1.3.1 To include a map within any professional services provided by the Customer 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; or
 - 3.1.3.2 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 Customer's clients provided that any such advertisement may only be published in either:
 - 3.1.3.2.1 A periodical published in paper format by a third party provided that any map contained in the Customer's advertisement may not feature in any electronic reproduction of such periodical which is published on the internet or in any other format;
 - 3.1.3.2.2 Paper format within the Customer's own publication; or
 - 3.1.3.2.3 Electronic format on the Customer's own website,

And for the avoidance of doubt this paragraph 3.1.3.2 does not permit the Customer to publish any map generated by Licenced Data on any third party website.

3.2 Limited External Use is subject to the following conditions:

- 3.2.1 Any map generated in accordance with paragraph 3.1 shall not comprise:
 - 3.2.1.1 A service or product in itself; or
 - 3.2.1.2 A significant part of any product or service offered by the Customer; or
 - 3.2.1.3 A service or product (or significant part of any product or service) provided on behalf of a third party;
- 3.2.2 The map shall be in a raster format and the Customer shall use its reasonable endeavours to prevent third parties from being able to edit the map or from extracting Licenced Data from the map;
- 3.2.3 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;
- 3.2.4 The Customer shall display additional information on or with the map, which information facilitates the purposes in paragraphs 3.1.1 to 3.1.3;
- 3.2.5 The Customer 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 3.1.1, the Customer 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 Licenced Data and/or us and/or Ordnance Survey; and
- 3.2.6 Acknowledgement that copyright and database rights ownership is vested in Ordnance Survey shall be included in a conspicuous position in all copies of Licenced Data (including in Products and Services) in compliance with the Style Guide.

4. Public Body and Infrastructure Body External Use

- 4.1 Public Body and Infrastructure Body External Use is the supply of PBIB Licenced Data to a Public Body and/or an Infrastructure Body.
- 4.2 Public Body and Infrastructure Body External Use is subject to the following conditions:
 - 4.2.1 PBIB Licenced Data means Licenced Data which is either:
 - 4.2.1.1 OS MasterMap Topography Layer; or

- 4.2.1.2 AddressBase, AddressBase Plus and/or AddressBase Premium and in which the Royal Mail PAF® Data solely comprises of Cleansed Data as defined in the Royal Mail End-User Terms section of the Allies Computing Ltd General Licence Agreement
- 4.2.2 PBIB Recipient means the Public Body and/or, subject to paragraph 4.2.3, the Infrastructure Body to whom PBIB Licenced Data is supplied, in accordance with paragraph 4.1 above;
- 4.2.3 Where the PBIB Recipient is an Infrastructure Body, only the PBIB Licenced Data described in paragraph 4.2.1.2 may be supplied to it pursuant to paragraph 4.1 above;
- 4.2.4 Both the Customer and the PBIB Recipient must be licenced for Business Use or Public Sector Use for the same area of coverage of the same PBIB Licenced Data being supplied and/or received;
- 4.2.5 The Customer shall obtain written confirmation from the PBIB Recipient to whom it is supplying PBIB Licenced Data that the PBIB Recipient is licenced for Business Use or Public Sector Use for the same area of coverage of the same PBIB Licenced Data being supplied; (For the avoidance of doubt Allies Computing Ltd is licenced for the full UK.)
- 4.2.6 The Customer shall maintain a written record of:
 - 4.2.6.1 The names and addresses of PBIB Recipients to whom it has supplied PBIB Licenced Data;
 - 4.2.6.2 The PBIB Licenced Data which was supplied by it to the PBIB Recipients; and
 - 4.2.6.3 When the PBIB Licenced Data was supplied by it to the PBIB Recipients

And upon written request by us and/or Ordnance Survey it shall provide a copy of that written record to us

- 4.2.7 The Customer shall not receive any direct or indirect payment, credit or money's worth for the supply of PBIB Licenced Data to a PBIB Recipient;
- 4.2.8 Ordnance Survey shall have no liability to the Customer or the Sharing Party in respect of the PBIB Licenced Data supplied to a PBIB Recipient; and
- 4.2.9 Acknowledgement that copyright and database rights ownership is vested in Ordnance Survey shall be included in a conspicuous position in all copies of Licenced Data (including in Products and Services) in compliance with the Style Guide.

5. Corporate Group Data Sharing

5.1 Corporate Group Data Sharing is:

- 5.1.1 Your Corporate Customer's supply to a Corporate Group Member; or
- 5.1.2 Your Corporate Customer's receipt from a Corporate Group Member; or
- 5.1.3 A Corporate Group Member's supply to another Corporate Group Member

Of copies of any Specified Licenced Data (which, for the avoidance of doubt, includes any of Ordnance Survey's IPR in any Data created using Licenced Data).