

OS Data Exploration Licence

for the Government Digital Services Partner Bodies

What is this licence about?

Welcome to the OS Data Exploration Licence. This licence lets you use OS Exploration Data for evaluation purposes, free of charge.

To get started, you need to read and click accept this licence on the OS website. By doing so you agree to these terms and conditions.

1. Who are the Parties to this licence?

Ordnance Survey Limited or OS: Ordnance Survey Limited, Explorer House, Adanac Drive, Southampton SO16 0AS, company registration number: 09121572.

You: the individual or organisation accessing the OS Exploration Data and entering into this licence.

2. What is the OS Exploration Data?

The OS Exploration Data that you have access to under this licence by OS, which includes:

- **OS Data:** the OS datasets (excluding Third Party Data); and
- **Third Party Data:** AddressBase® Core, AddressBase® Premium and OS NGD Address: GB Address, and any other data which we've created using data from our third party suppliers.

3. Are any licence fees or royalties payable?

This licence is free of charge, provided that you comply with its terms and conditions.

If you want to use the data beyond evaluation purposes or to extend your usage, then licence fees or royalties may apply. Please contact us at commercialenquiries@os.uk for more information on licensing options.

4. What's the duration?

You can use the OS Data for **6 months from the date you first access the OS Data**.

Due to third party licensing restrictions, **Third Party Data may only be used for 3 months** under this licence.

You cannot enter into more than one OS Data Exploration Licence with us at any time for any single OS Data product.

5. What are you allowed to do with the data?

You can use the OS Exploration Data for **evaluation purposes** – as explained below.

Internal Evaluation, Testing and Trial Use

Evaluation of the OS Exploration Data

For example: Evaluate the OS Exploration Data to decide if it meets your requirements for enterprise or internal business use purposes, such as providing data, systems, tools, or services within your organisation. The purpose of evaluation is only to help you decide if you wish to pay to license the OS Exploration Data as an internal business aid on an ongoing basis.

Evaluation, research and development of your ideas

For example: Evaluate the OS Exploration Data for its potential use in your commercial offers, like providing a product or service that has made use of the OS Exploration Data in some way.

Use it in live trials for up to 3 months *For example:* Where we agree in advance, your evaluation can include a live trial or test for a limited user group within your organisation for up to 3 months using the OS Exploration Data. The purpose of this live trial or test is only to help you decide if you wish to pay to license the OS Exploration Data as an internal business aid on an ongoing basis. Such live trials or testing will be subject to the conditions in section 6 below, which means that you are not permitted to retain or implement any output created during the live trial as a result of you having made use of OS Exploration Data (see section 6 below for what we mean by “made use”).

Limited External Demonstration

Use it in pitches or for prototypes *For example:* You can display the OS Exploration Data or create prototypes on your own equipment, to promote how your ideas or propositions for using our data would work to others, such as potential customers, investors, or other financial backers.

With our written consent, you can also provide prototypes for a short time to these people under equivalent terms to help them better assess your idea or proposition.

Use it for insight driven events i.e. hackathons *For example:* You can use small extracts of OS Data (or data created from it under another OS licence) in time bound events that promote collaboration and insight, such as hackathons, competitions or mash ups.

Important: You will need to get in touch with us for bespoke end user licence terms equivalent to this DEL for your hackathon event.

Use it to share knowledge in articles or for conferences *For example:* You can use small extracts of OS Data (or data created from it under another OS licence) in articles and at events that intend to share or widen knowledge, such as in academic papers, trade journals or industry conferences.

6. What are you not allowed to do with the data?

You are not allowed to do any of the following (unless you are otherwise expressly permitted by us to do so):

- **Unauthorised sharing.** Making any OS Exploration Data available to third parties is prohibited.
- **Use of data beyond evaluation purposes, including any benefits that you have derived from such use.** This licence only covers the evaluation purposes described in section 5, so you will need to enter into separate licence terms with us if you want to do anything else, including:
 - Supplying a product or service that includes or has made use of OS Exploration Data in some way;
 - Providing data, information, systems, tools or services within your organisation for “enterprise” or **internal business use**, that include or have made use of OS Exploration Data in some way.

In this context, “made use” of OS Exploration Data includes any process or activity where you have benefitted from or relied on the OS Exploration Data in some way. This could include publishing, copying, modifying, re-formatting, analysing, performing searches, enquiries, look ups, use as a source of reference, comparison or verification, obtaining or presenting purposes.

- **Live trials and testing as set out in section 5 is only for evaluation purposes and does not permit you to use the OS Exploration Data for unrelated business purposes or to retain or implement any output created during the live trial as a result of you having made use of OS Exploration Data.** This means you are not permitted to use OS Exploration Data as a short-term tool and/or on a royalty-free basis, where the purpose of the trial or test is not to evaluate the data, but to make use of it for your own business purposes where you would otherwise be subject to a licence fee.
- **Use in machine learning or artificial intelligence purposes.** Use of OS Exploration Data in any way for or in connection with any machine learning and / or artificial intelligence purposes (including without limitation, any use of the OS Exploration Data as reference training material) is prohibited.

7. Data ownership and grant of licence

- **Data ownership.** OS and its suppliers (including the Crown) own all the OS intellectual property rights in the OS Exploration Data. All rights not expressly granted are reserved to OS and or OS' licensors.
- **Grant of licence.** Subject to the restrictions and requirements of this licence, you are granted a free, non-exclusive, non-transferrable revocable licence to use the OS Exploration Data for the duration, for the evaluation purposes set out in section 5.
- **You need to display the OS acknowledgement statement.** To acknowledge that the OS Exploration Data is from OS and is protected by law, you must clearly display the following statement alongside your use of the data (remembering to include the year in which you use the data):

© Crown copyright and database rights Ordnance Survey Limited (insert year)

8. What are your obligations to help us protect and manage the data?

- **Keep the data secure.** You must use technological and security measures to make sure all OS Exploration Data is secure from unauthorised use or access.
 - **Tell us about suspicious activity.** Tell us as soon as possible if you become aware of, or suspect, any infringement or breach by you or any third party of any of the intellectual property rights in the OS Exploration Data. You agree to cooperate with us at no cost to us to provide all reasonable assistance in pursuing or dealing with any such infringement or breach.
 - **Keep appropriate records.** You must maintain complete and detailed records relating to this licence (including evidence of your compliance, any unauthorised access to the OS Exploration Data and information regarding any prototypes created). You must make these records available to us or our representatives upon request, and allow us to make copies.
 - **Provide us with feedback.** We may ask you for feedback on your use of the OS Exploration Data. Where we do so, you agree to give us reasonable details about your use or intended use.
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9. How can this licence be terminated?

Either Party may terminate this licence with immediate effect by giving written notice to the other Party.

10. What must you do with the data on termination or expiry?

On termination or expiry of this licence you must:

- **Stop using and delete all OS Exploration Data** that you hold (including any prototypes that have made use of it), or for which you are responsible. You also must ensure that anyone else to whom you have supplied data under this licence does the same.
- **Provide written confirmation to us that you have done so**, where we request this.

Important: any continued use of OS Exploration Data following expiry or termination of this licence shall be subject to your entry into and compliance with separate commercial licence terms and payment of licence fees or royalties applicable to such continued use.

11. What's the warranty position for the OS Exploration Data?

OS doesn't provide any warranties under this licence. OS Exploration Data is provided on an 'as is' basis and it's your responsibility to ensure that it is what you need. The OS Exploration Data is provided without any warranty or condition, express or implied statutory or otherwise as to quality, fitness for purpose, accuracy or completeness. Except as expressly stated in this licence, all conditions warranties terms and undertakings express or implied statutory or otherwise are hereby excluded to the fullest extent permitted by law.

12. What is the liability position under this licence?

Nothing in these terms shall limit either Party's liability for:

- death or personal injury caused by negligence
- fraud or fraudulent misrepresentation
- any matter that it would be unlawful for either Party to exclude or restrict liability

Neither Party will be liable to the other for the following liabilities arising as a result of the use of, or lack of performance of, the OS Exploration Data:

- loss of profits, revenue, business opportunities, goodwill or anticipated savings
- any indirect, special or consequential loss
- any other financial loss

Nothing in this licence excludes or limits your liability for an infringement or breach of OS' intellectual property rights.

OS reserves all its rights regarding any use of OS Exploration Data that is in breach of this licence, including without limitation our right to compensation for any such breach (where the amount of such compensation may be calculated by reference to the equivalent fees / royalties that would be payable under OS' pricing and licensing model for such use).

13. Sending notices under this Agreement

To reduce carbon emissions associated with printing and postage, any notices sent under this licence shall be sent by email as follows.

- OS shall use the email address that you have provided us with upon registration to the OS Data Hub.
- You shall send notices to commercialenquiries@os.uk or other such address that we provide you with.

14. Can OS make changes to this licence?

OS can make changes to this licence, including to the availability of the OS Exploration Data. OS shall endeavour to provide reasonable notice of such changes but in certain circumstances we may be required to make changes with immediate effect. If you do not wish to accept OS' changes to the licence, you must terminate this licence by giving OS written notice. If you continue to use or access any OS Exploration Data after a licence change is made, you shall be deemed to have accepted the modified terms. It is therefore recommended that you regularly access and review this licence so that you are aware of the latest terms.

15. General Legal Provisions

- **Entire agreement.** This licence sets out the entire agreement and understanding between you and OS in relation to its subject matter.
- **Existing licences.** This licence doesn't affect any existing licensing arrangements that you already have in place. For example, under the terms of an Open Government Licence.
- **API Terms.** If you access OS Exploration Data via any API service that OS makes available, then the terms of that service will apply in addition to this licence. You will still be able to use the OS Exploration Data as set out in this licence.
- **OS Licence Exceptions policy.** You must not do anything that would entitle OS to refuse or terminate a licence in accordance with the OS Licence Exceptions Policy [here](#), as may be amended from time to time.
- **Unauthorised use of OS branding.** This licence does not allow you to use any OS branding or trade marks or anything that could be confused with them.

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- **No waivers.** OS' failure to exercise or enforce any rights under the provisions of this licence shall not be deemed to be a waiver of such rights at any time.
 - **Enforceability.** If any of the provisions of this licence are held to be invalid, illegal or unenforceable, that will not affect the enforceability of the remaining provisions of this licence which will remain in full force and effect.
 - **Termination and Survival.** Termination or expiry of this licence shall not affect either Party's accrued rights and remedies. 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.
 - **No partnership.** This licence shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
 - **No Third-party rights.** A person who is not a Party to this licence has no right to enforce or enjoy the benefit of any term of this Licence.
 - **Assignment.** You must not assign, transfer or sub-license your rights under this licence to any other person. OS shall be entitled to assign, transfer or novate the benefits and obligations of this licence or any part of it to an entity to whom all or any of our activities or functions have been transferred.
 - **Jurisdiction.** This licence is governed by English law and both Parties agree to the exclusive jurisdiction of the English courts.
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