

## **PLEASE READ THESE TERMS OF LICENCE CAREFULLY**

This licence agreement (**Licence**) is a legal agreement between you (**Licensee** or **you**) and Basemap Ltd, a company registered in England and Wales with company number 4121166 (**Licensor, us** or **we**) for the use of TM Speeds data sets (**Data Sets**)

We licence use of the Data Sets to you on the basis of this Licence. We do not sell the Data Sets to you.

### **IMPORTANT NOTICE TO ALL USERS:**

- BY DOWNLOADING THE DATA SETS OR A DATA SET YOU AGREE TO THE TERMS OF THIS LICENCE WHICH WILL BIND YOU AND YOUR EMPLOYEES. THE TERMS OF THIS LICENCE INCLUDE, IN PARTICULAR, LIMITATIONS ON LIABILITY IN condition 5.
- IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, WE WILL NOT LICENSE THE DATA SETS TO YOU AND YOU MUST DELETE ANY DOWNLOADED DATA SETS.
- THIS LICENCE IS ONLY PERMITTED FOR COMMERCIAL CUSTOMERS. IF YOU ARE A CONSUMER OR YOU ARE NOT USING THE DATA SETS FOR YOUR BUSINESS USE THEN PLEASE STOP ANY DOWNLOAD AND DELETE ANY DATASETS ALREADY DOWNLOADED.

**You should print a copy of this Licence for future reference.**

### **1. GRANT AND SCOPE OF LICENCE**

1.1 In consideration of payment by you of the agreed non-refundable licence fee and you agreeing to abide by the terms of this Licence, we hereby grant to you a non-exclusive, non-transferable licence to use the Data Sets on the terms of this Licence.

1.2 You may:

- (a) download, install and use the Data Sets for your internal business purposes (if you are a business and have paid a non-commercial licence fee per licence) or your business purposes (if you are a business and have paid the commercial licence fee); and
- (b) make alterations to, or modifications of, the whole or any part of the Data Sets and permit the Data Sets or any part of them to be combined with, or become incorporated in, your own data sets or products.

## **2. RESTRICTIONS**

Except as expressly set out in this Licence, you undertake:

- (a) not to sell rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Data Sets without modification permitted by clause 1.2(b) or in substantially the form you obtained them from us;
- (b) to supervise and control use of the Data Sets and ensure that the Data Sets are used by your employees and representatives in accordance with the terms of this Licence; and
- (c) not to provide or otherwise make available the Data Sets in whole or in part in any form to any person other than your employees without prior written consent from us.

## **3. INTELLECTUAL PROPERTY RIGHTS**

You acknowledge that the Data Sets are licensed (not sold) to you, and that you have no rights in, or to, the Data Sets other than the right to use them in accordance with the terms of this Licence.

## **4. WARRANTY AND CONFIRMATION**

- 4.1 We warrant that we have the right to licence the Data Sets to you on the terms of this Licence.

## **5. LIMITATION OF LIABILITY**

- 5.1 You acknowledge that the Data Sets have not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the Data Sets meet your requirements.
- 5.2 If you are a business customer who has paid the non-commercial licence fee, we only supply the Data Sets for internal use by your business, and you agree not to use the Data Sets for any re-sale (including but not limited to paid consultancy) purposes.
- 5.3 We shall not under any circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Licence for:
  - (a) loss of profits, sales, business, or revenue;
  - (b) business interruption;
  - (c) loss of anticipated savings;

- (d) loss or corruption of data or information;
- (e) loss of business opportunity, goodwill or reputation; or
- (f) any indirect or consequential loss or damage.

5.4 Other than the losses set out in condition 5.3 (for which we are not liable), our maximum aggregate liability under or in connection with this Licence whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to 50% of the Licence Fee paid in the relevant calendar year during which the claim is made. This maximum cap does not apply to condition 5.5.

5.5 Nothing in this Licence shall limit or exclude our liability for:

- (a) death or personal injury resulting from our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any other liability that cannot be excluded or limited by the laws of England and Wales.

5.6 This Licence sets out the full extent of our obligations and liabilities in respect of the supply of the Data Sets. Except as expressly stated in this Licence, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Data Sets which might otherwise be implied into, or incorporated in, this Licence whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

## **6. TERMINATION**

6.1 We may terminate this Licence immediately by written notice to you if you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so.

6.2 Upon termination for any reason, except as expressly provided for elsewhere in this Licence:

- (a) all rights granted to you under this Licence shall cease;
- (b) you must immediately cease all activities authorised by this Licence; and
- (c) you must immediately delete or remove the Data Sets from all computer equipment in your possession, and immediately destroy or return to us (at our option) all copies of the Data Sets then in your

possession, custody or control and, in the case of destruction, certify to us that you have done so.

## **7. POST TERMINATION**

- 7.1 If agreed in writing by us you may retain, in perpetuity, for your own business purposes only, any data used to calculate behaviour (including lookup output decisions) being results obtained from your use of the Data Sets. For the avoidance of doubt this does not include the Data Sets themselves but does include the relevant output decisions arising from interrogation thereof during the term of this Licence.

## **8. COMMUNICATIONS BETWEEN US**

- 8.1 If you wish to contact us in writing, or if any condition in this Licence requires you to give us notice in writing, you can send this to us by e-mail to support@basemap.co.uk or by pre-paid post to Basemap Limited at Basemap Limited, Surrey Technology Centre, 40 Occam Road, Guildford, Surrey, GU2 7YG. We will confirm receipt of this by contacting you in writing, normally by e-mail.
- 8.2 If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your order for the Data Sets.
- 8.3 Any notice given by you to us, or by us to you, will be deemed received and properly served 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

## **9. EVENTS OUTSIDE OUR CONTROL**

- 9.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Licence that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in condition 9.2.
- 9.2 An **Event Outside Our Control** means any act or event beyond our reasonable control, including without limitation failure of public or private telecommunications networks.

- 9.3 If an Event Outside Our Control takes place that affects the performance of our obligations under this Licence:
- (a) our obligations under this Licence will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and
  - (b) we will use our reasonable endeavours to find a solution by which our obligations under this Licence may be performed despite the Event Outside Our Control.

## **10. OTHER IMPORTANT TERMS**

- 10.1 We may transfer our rights and obligations under this Licence to another organisation, but this will not affect your rights or our obligations under this Licence.
- 10.2 You may only transfer your rights or your obligations under this Licence to another person if we agree in writing.
- 10.3 This Licence constitutes the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us which is not set out in this Licence.
- 10.4 If we fail to insist that you perform any of your obligations under this Licence, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 10.5 Each of the conditions of this Licence operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 10.6 This Licence, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.