

DATA CUTTER MASTER LICENCE

Business Users

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“Third-Party Platform” any software, hosted service, SaaS platform, application, API, analytical service or other system supplied, operated or hosted by a person other than the Licensee or Basemap which receives, stores, processes, analyses or uses a Data Set as part of the functionality it provides. A Licensee-Controlled System hosted on third-party infrastructure in accordance with the definition above is not a Third-Party Platform solely because of that infrastructure hosting.

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2.5 The Licensee must ensure that all Authorised Users comply with this Licence and any applicable Dataset-Specific Terms.

3. GRANT OF LICENCE AND STANDARD PERMITTED USE

3.1 In consideration of the Licensee accepting this Licence and, where applicable, paying the relevant licence fees, Basemap grants the Licensee a non-exclusive, non-transferable licence to access and use the Data Sets identified in the applicable Order solely for the Standard Permitted Use and subject to this Licence and any Dataset-Specific Terms.

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- (d)** combine, analyse, transform or process the Data Sets within the Licensee's internal environment for its Internal Business Purposes; and
- (e)** create and use Derived Outputs for its Internal Business Purposes.

3.3 The Standard Permitted Use does not include any Excluded Use described in clause 4.

3.4 No rights are granted by implication. Any use falling outside the Standard Permitted Use requires an Additional Use Permission unless the applicable Dataset-Specific Terms expressly grant that use.

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- (b)** External Product or Service Use - using any Data Set or Derived Output within, or in connection with, an Externally Accessible Product or Service; or
- (c)** Redistribution - Redistributing any Data Set, in whole or in part, including providing an extractable copy, download, feed, API, export or substantially similar dataset to any third party.

4.2 For the avoidance of doubt, payment of a DataCutter subscription or licence fee, including any Bronze, Silver, Gold or PSGA subscription and whether licensed on a Single User or Concurrent User basis, does not confer any of the rights described in clause 4.1.

4.3 A Derived Output may be created and used internally under clause 3.2(e), but may not be generated for, supplied to, displayed to or made available to an external user through an Externally Accessible Product or Service unless that use is expressly licensed. This applies even where the external user cannot access, view, download, identify, extract or reconstruct the underlying Data Set.

4.4 The Licensee must not use a third party as a means of avoiding the restrictions in this Licence. Where a third party receives or processes a Data Set as part of the application or service it provides, that use is Third-Party Platform Use even if access to the resulting platform is limited to the Licensee's own staff.

4.5 Nothing in this clause prevents the use of a Licensee-Controlled System merely because it is hosted on third-party infrastructure, provided the conditions in the definition of Licensee-Controlled System are satisfied.

5. ADDITIONAL USE PERMISSIONS FOR THIRD-PARTY, EXTERNAL AND REDISTRIBUTION USE

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5.4 An Additional Use Permission permitting Redistribution does not, unless expressly stated, grant a third party any right to use the Data Set beyond the scope specified in that Additional Use Permission.

5.5 Where an Order states that a right is “Not Licensed”, that right is excluded from the Licensee's entitlement. The absence of an entry granting a particular Excluded Use must not be interpreted as permission for that use.

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5.7 Unless expressly stated otherwise, an Additional Use Permission does not change the Licensee's DataCutter tier, the Data Sets available to the Licensee, the applicable Single User or Concurrent User entitlement, or any Dataset-Specific Terms.

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6.3 Where Dataset-Specific Terms apply, the Licensee must comply with them in addition to this Licence. The applicable terms may be presented at checkout, included in the Order, linked or supplied with the relevant Data Set, or otherwise notified before access or download.

6.4 If there is a conflict between this Licence and mandatory Dataset-Specific Terms applying to a particular Data Set, the Dataset-Specific Terms take precedence solely in relation to that Data Set and to the extent of the conflict.

6.5 Basemap does not grant any right in Third-Party Data which Basemap is not entitled to grant. Conversely, nothing in this Licence is intended to remove a right which applicable Dataset-Specific Terms expressly give to the Licensee and which Basemap is not legally entitled to restrict.

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7.2 The Licensee must supervise and control use of the Data Sets and take reasonable technical and organisational measures to prevent unauthorised access or use.

7.3 The Licensee must not remove, obscure or alter any copyright, database right, trademark, attribution or proprietary notice that is required to accompany a Data Set or Derived Output.

7.4 The Licensee must promptly notify Basemap if it becomes aware of any unauthorised access to, disclosure of or use of a Data Set and must reasonably cooperate with Basemap in limiting and remedying that unauthorised use.

7.5 The restrictions in this Licence do not prevent disclosure required by law, regulation or court order, provided that, where lawful and reasonably practicable, the Licensee gives Basemap advance notice and limits the disclosure to what is legally required.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 The Data Sets are licensed, not sold. Except for the limited rights expressly granted under this Licence, the Licensee acquires no ownership right in the Data Sets.

8.2 Basemap and/or its licensors retain all intellectual property rights in the Data Sets, DataCutter and Basemap Products, subject to any rights held by third-party data owners and the terms of applicable open or public-sector licences.

8.3 Ownership of a Derived Output created by the Licensee is not intended to transfer ownership of any underlying Data Set or intellectual property incorporated in that Derived Output. Use of the Derived Output remains subject to this Licence and any Dataset-Specific Terms to the extent that those terms continue to apply.

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9.2 The Licensee acknowledges that Data Sets may be sourced from multiple providers, may be updated at different intervals and may contain errors, omissions or inaccuracies. The Licensee is responsible for determining whether a Data Set is suitable for its intended use.

9.3 Except as expressly stated in this Licence, Data Sets are supplied without any warranty that they will be uninterrupted, error-free, complete, current or fit for a particular purpose, to the fullest extent permitted by law.

10. LIMITATION OF LIABILITY

10.1 Nothing in this Licence limits or excludes liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot lawfully be limited or excluded.

10.2 Subject to clause 10.1, Basemap will not be liable, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any loss of profits, sales, business, revenue, anticipated savings, business opportunity, goodwill or reputation; business interruption; loss or corruption of data or information; or any indirect or consequential loss arising under or in connection with this Licence.

10.3 Subject to clause 10.1, Basemap's maximum aggregate liability under or in connection with this Licence will be limited to 50% of the Licence Fees paid or payable by the Licensee under the applicable Order giving rise to the claim.

10.4 This Licence sets out the full extent of Basemap's obligations and liabilities in respect of the supply and licensing of the Data Sets. Any condition, warranty, representation or other term that might otherwise be implied is excluded to the fullest extent permitted by law.

11. TERM AND TERMINATION

11.1 This Licence applies for so long as the Licensee has a valid entitlement to access or use the relevant Data Set under an Order, unless terminated earlier in accordance with this clause.

11.2 Basemap may terminate this Licence, an Order or the Licensee's entitlement to a particular Data Set immediately by written notice if the Licensee commits a material or persistent breach which, where remediable, is not remedied within 14 days after written notice requiring it to be remedied.

11.3 On expiry or termination of the relevant entitlement:

- (a) all rights to access and use the affected Data Sets cease;
- (b) the Licensee must cease all activities authorised by the expired or terminated entitlement;
- (c) the Licensee must delete or return the affected Data Sets from systems in its possession or control, except to the extent retention is required by law; and
- (d) if requested by Basemap, the Licensee must confirm in writing that it has complied with clause 11.3(c).

11.4 Unless an Order or Dataset-Specific Terms state otherwise, static Derived Outputs lawfully created before expiry or termination may be retained for the Licensee's internal records and internal analysis, provided they do not contain extractable underlying Data Sets, are not refreshed using expired Data Sets and are not used in an Externally Accessible Product or Service.

11.5 Clauses which by their nature are intended to survive expiry or termination, including clauses relating to intellectual property, restrictions on retained materials, liability, confidentiality obligations contained in any Order, and governing law, will continue to apply.

12. COMMUNICATIONS AND NOTICES

12.1 Notices under this Licence must be in writing and may be sent by email or pre-paid post to the contact details stated in the applicable Order or otherwise notified by the relevant party.

12.2 Notices to Basemap may be sent to support@basemap.co.uk or to Basemap Limited at its registered or principal business address notified from time to time.

12.3 A notice will be deemed received when delivered by hand, when sent by email without a delivery failure notification, or three Business Days after posting by first-class pre-paid post, unless applicable law requires otherwise.

13. EVENTS OUTSIDE OUR CONTROL

13.1 Basemap will not be liable or responsible for failure to perform, or delay in performance of, its obligations caused by an event beyond its reasonable control, including failure of public or private telecommunications networks, hosting services or upstream data suppliers.

13.2 Where such an event occurs, Basemap's affected obligations will be suspended for the duration of the event and Basemap will use reasonable endeavours to reduce the impact of the event.

14. OTHER IMPORTANT TERMS

14.1 Basemap may transfer its rights and obligations under this Licence to another organisation, provided this does not materially reduce the Licensee's rights under an existing Order.

14.2 The Licensee may not transfer, assign or sublicense its rights or obligations under this Licence except with Basemap's prior written consent.

14.3 This Licence, together with the applicable Order, any Additional Use Permission and Dataset-Specific Terms, constitutes the entire agreement between the parties in relation to the licensing of the relevant Data Sets and supersedes prior statements or representations on that subject, except in the case of fraud.

14.4 If Basemap does not enforce a right immediately, that does not waive that right. Any waiver must be in writing and applies only to the specific circumstances for which it is given.

14.5 Each provision of this Licence operates separately. If any provision is held unlawful or unenforceable, the remaining provisions remain in full force and effect.

14.6 No person other than Basemap and the Licensee has any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of this Licence, except where Dataset-Specific Terms expressly provide otherwise.

14.7 This Licence, its subject matter and formation, and any non-contractual dispute or claim arising out of or in connection with it, are governed by English law. The courts of England and Wales have exclusive jurisdiction.

SCHEDULE 1. ORDER / LICENCE ENTITLEMENT SUMMARY

This Schedule is a template. The actual entitlement is the entitlement recorded in the Licensee's Order, checkout record or other agreed licence schedule.

Licence Item	Entitlement / Position
Licensee	[Insert legal entity]
DataCutter Tier	Bronze / Silver / Gold / PSGA / Other: [insert]
User Model	Single User / Concurrent User
Number of Users / Concurrent Seats	[Insert]
Licensed Data Sets	[Insert or refer to checkout/order]
Third-Party Platform Use	Not Licensed unless expressly granted by an Additional Use Permission: [insert named platform and scope]
External Product / Service Use	Not Licensed unless expressly granted by an Additional Use Permission: [insert named product/service and scope]
Redistribution Rights	Not Licensed unless expressly granted by an Additional Use Permission: [insert scope]
Additional Use Permission / Addendum	[Insert reference, additional conditions and scope if applicable]
Dataset-Specific Terms	As identified at checkout, in the Order, or with the applicable Data Set
Licence Start / End	[Insert]
Licence Fees	[Insert, if applicable]
Additional Use Permission Fee	[Insert additional fee, if applicable]

SCHEDULE 2. DATASET CATEGORIES AND APPLICABLE TERMS

The categories below describe the intended licensing framework. The specific Data Sets included in each DataCutter tier and the exact Dataset-Specific Terms are those shown in the applicable Order, checkout or dataset notice.

Dataset Category	Classification	Applicable Licensing Position
Basemap-produced PT Timetables and Routelines	Basemap Data	This Master Licence, subject to the Order and any stated additional conditions.
Census / ONS-originated data	Third-Party Data	Applicable ONS, public-sector or other source licence terms, as notified.
NaPTAN data	Third-Party Data	Applicable NaPTAN / source terms, as notified.
OpenStreetMap roads / POI	Third-Party Data	Applicable OpenStreetMap / Open Database Licence and attribution requirements, as notified.
OS PSGA datasets, including eligible Highways, Paths or MRN data	Third-Party Data	Applicable Ordnance Survey PSGA terms and eligibility requirements.
Commercial Ordnance Survey datasets	Third-Party Data	Separate commercial OS-related licence terms displayed or supplied at checkout / purchase.
Commercial INRIX Trips, Volume or Speed data	Third-Party Data	Separate INRIX-related commercial licence terms displayed or supplied at checkout / purchase.
Other third-party datasets	Third-Party Data	Applicable supplier or source licence terms identified at purchase, checkout or download.