



Aerial Photography and Height Data Supply (APHDS) INSPIRE End User Licence

This INSPIRE End User Licence (**End User Licence**) is made between:

- (1) Licensee as identified within the APHDS User License (the **Licensor**); and
- (2) INSPIRE End User (**you** or **your**).

Background:

- A. The Licensor and Supplier entered into the APHDS User License for the provision and receipt of certain data belonging to Supplier (the **APHDS License**).
- B. Pursuant to the terms of the APHDS License, the Licensor has created the Supplied Data using the Supplier data.
- C. When licensing the Supplied Data to fulfil its obligations under the *INSPIRE Regulations 2009*, the APHDS License requires the Licensor to license the Supplied Data to you on the terms of this INSPIRE End User Licence.

1 Definitions and interpretation

The following definitions apply in this INSPIRE End User Licence.

Commencement Date has the meaning given to it in Clause 4.1 below.

Licensor means the public body that has made Supplied Data available to you on the terms of this End User Licence.

Supplied Data means the data provided by the Licensor to you under the terms of this INSPIRE End User License pursuant to Clause 8 (INSPIRE End User Licensing) of Appendix 1 (Licensed Use Public Body) of the APHDS License.

Supplier means [Insert Supplier Details]

Term means the period from and including between the Commencement Date to the date this INSPIRE End User License is terminated in accordance with Clause 4.2 below.

- 1.1 In this INSPIRE End User Licence, unless the context otherwise requires:
- 1.1.1 words in the singular include the plural and vice versa;
 - 1.1.2 references to: a) a Clause are to a Clause of this INSPIRE End User Licence; b) a party are to a party to this INSPIRE End User Licence; and c) a statute or statutory provision include any amendment, extension or re-enactment of such statute or provision;
 - 1.1.3 any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2 **Licence**

- 2.1 In consideration of the mutual promises described in this End User License and the payment of £1 by you to the Licensor (receipt of which is hereby acknowledged) the Licensor hereby grants you a non-exclusive, non-transferable licence during the Term to use Supplied Data for personal, non-commercial use only (for the avoidance of doubt, this excludes use by you internally within your business.)
- 2.2 You shall not use the Supplied Data for any other purpose other than as expressly set out in Clause 2.1 above.

3 **Your Obligations**

- 3.1 You shall not alter or remove any of the Supplier's copyright / database right notices, and any licence numbers which are shown on the Supplied Data.
- 3.2 You shall not sub-license, distribute, sell or otherwise make available any part of the Supplied Data to third parties, save where expressly permitted in writing by the Licensor and the Supplier.

4 **Commencement, Duration and Termination**

- 4.1 This INSPIRE End User Licence will come into force by one of the following methods, as applicable:
- 4.1.1 on click acceptance by you; or
 - 4.1.2 where not click accepted, this INSPIRE End User Licence will be deemed to have been accepted by you upon accessing or using the Supplied Data such date as when either of the above occurs being the **Commencement Date**.
- 4.2 From the Commencement Date this End User Licence shall continue unless and until terminated:

- 4.2.1 by the Licensor or the Supplier, with immediate effect, where you are in breach of any of the terms of this End User Licence; or
- 4.2.2 by the Licensor or the Supplier, with immediate effect, in accordance with the terms of the APHDS License.

5 Liability

- 5.1 The Supplied Data is licensed 'as is' and the Licensor and the Supplier exclude all representations, warranties, obligations and liabilities in relation to the Supplied Data to the maximum extent permitted by law.
- 5.2 Neither the Licensor nor the Supplier shall be liable for any errors or omissions in the Supplied Data and, subject to Clause 5.3, shall not be liable for any loss, injury or damage of any kind caused by its use.
- 5.3 Nothing in this Licence shall exclude or limit liability of a party for death or personal injury resulting from the negligence of that party or its servants, agents or employees or for fraudulent misrepresentation.

6 Confidentiality

- 6.1 The parties acknowledge and agree that:
 - 6.1.1 the Supplied Data;
 - 6.1.2 any information that is marked or identified as confidential, or that would reasonably be considered to be confidential in nature, that relates to the affairs of a party,

and together, **Confidential Information** is the confidential information of both the Licensor and the Supplier.
- 6.2 with regards to the Confidential Information, you shall:
 - 6.2.1 keep the Confidential Information secure, and not disclose it to any third party without the express prior written consent of both the Licensor and the Supplier; and
 - 6.2.2 notify the Licensor without delay of any unauthorised use, copying or disclosure of the other's Confidential Information of which it becomes aware and provide all reasonable assistance to the other to stop such unauthorised use, copying and/or disclosure.

7 Contracts (Rights of Third Parties) Act 1999

- 7.1 The Supplier shall be entitled to the benefit of the terms of this End User Licence and the rights to enforce such terms under the *Contracts (Rights of Third Parties) Act 1999*.

8 Waiver

- 8.1 The waiver on a particular occasion by either party of rights under this End User Licence does not imply that other rights will be waived. No delay in exercising any right under this End User Licence shall constitute a waiver of such right.

9 Governing Law and Jurisdiction

- 9.1 This End User Licence is governed by the law of England and Wales and both parties submit to the exclusive jurisdiction of the English courts.