



Appendix 3

Aerial Photography and Height Data Supply (APHDS) Public Sector Innovation Licence

This Public Sector Innovation Licence (**Licence**) is made between:

- (1) [Licensee as identified within the APHDS User License] (**We/Us/Our**); and
- (2) The person or organisation who accesses the Development Data (**You or Your**).

Background:

- A. Together, We and the Supplier entered into the APHDS User License, in which we have been licensed to access and use certain data belonging to Supplier (the **APHDS Licence**).
- B. Pursuant to the terms of the APHDS License, We have created the Development Data using Supplier data.
- C. When licensing the Development Data to You, the APHDS License requires Us to license the Development Data to you on the terms of this Licence.

1 Definitions and interpretation

- 1.1 By accessing (e.g. by viewing or downloading) the Development Data, You agree to be bound by these terms and conditions, which form the agreement between You and Us.
- 1.2 In this Licence the following definitions shall apply:
 - 1.2.1 **Development Data** means the data provided by Us to You under the terms of this Licence;
 - 1.2.2 **the Supplier** means [Insert Supplier's Details]; and
 - 1.2.3 **Term** has the meaning given to it in Clause 2.1 below.

- 1.3 In this Licence, unless the context otherwise requires:
- 1.3.1 words in the singular include the plural and vice versa;
 - 1.3.2 references to: a) a Clause are to a Clause of this Licence; b) a party are to a party to this Licence; and c) a statute or statutory provision include any amendment, extension or re-enactment of such statute or provision;
 - 1.3.3 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 Commencement date and Duration of this Licence

- 2.1 This Licence shall come into force on the date You access the Development Data and shall continue for a period of 3 months or terminated earlier in accordance with Clause 7 below (the **Term**).

3 Obligations on You and Us

- 3.1 In consideration of the payment of £1 by You to Us (receipt of which is hereby acknowledged), We hereby grant You a non-exclusive, non-transferable, revocable licence during the Term to use, copy, adapt and merge the Development Data solely for the purposes of (a) developing, evaluating and testing it as part of Your own products and/or services, and demonstrating those products and/or services to third parties, and/or (b) using the Development Data (for the purpose of evaluating it) as a business tool for the ordinary internal day to day activities involved in the administration and running of Your business or organisation.
- 3.2 In this Licence **demonstrating** and **demonstration** mean displaying Your products and/or services to potential customers, investors or agents on Your own equipment. Neither term includes loading any of the Development Data onto any potential customer's, investor's or agent's system or equipment or providing them with copies of the Development Data or any part of it.
- 3.3 Provided You have first entered into a written sub-contractor's licence (which includes terms and conditions that are substantially similar to, no less onerous than and not inconsistent with the terms and conditions of this Licence), You shall be permitted to pass the Development Data to Your sub-contractor for the purposes as set out in Clauses 3.1 and 3.2.

4 Your obligations

- 4.1 Save as permitted under Clause 3, You have no other rights to use the Development Data. In the event that you wish to use the Development Data for any purpose beyond that permitted by this Licence, you should contact the Supplier's Customer Services via the form at the following link: support@apgb.co.uk
- 4.2 You will provide technological and security measures to ensure that all Development Data which You or sub-contractors acting on Your behalf hold or are responsible for is physically and electronically secure from unauthorised use or access.
- 4.3 You will ensure that You (and any sub-contractor acting on Your behalf) observe the restrictions on the use of the Development Data set out in this Licence.
- 4.4 You shall not infringe or breach the intellectual property rights in the Development Data and you shall also notify Us as soon as You become aware of, or suspect, any infringement or other breach by You or any other third party of the intellectual property rights in the Development Data. You agree to co-operate and give Us and/or the Supplier all reasonable assistance in pursuing or dealing with any such infringement or breach.
- 4.5 You shall not tamper with or remove any copyright, trade mark, trade mark symbol or other proprietary notices contained in the Development Data.
- 4.6 You shall not be entitled to assign, transfer or novate rights and obligations under this Licence.
- 4.7 You will ensure that You and any third parties acting on Your behalf show and prominently display the appropriate intellectual property right acknowledgement on all Development Data and/or products and/or services, including any watermarks. If you are unsure of how such intellectual property right acknowledgements must be displayed, please contact the Supplier's Customer Services via the form at the following link: support@apgb.co.uk
- 4.8 Without limiting Clause 4.1, You are not licensed to:
- 4.8.1 pass any of the Development Data to any third party not directly involved in the development, evaluation, testing or demonstration (as defined in Clause 3.2) of such products and/or services; or
 - 4.8.2 use the Development Data to recreate any of the Supplier's products, any part of such products or any similar or substantially equivalent products; or
 - 4.8.3 commercially exploit, sell, license or distribute the Development Data or any products or services incorporating the Development Data.

5 **Licence fees**

5.1 There is no charge for the supply of the Development Data for the Term.

6 **Auditing**

6.1 Throughout the Term You will maintain accurate, complete and detailed records relating to this Licence.

6.2 Upon giving reasonable notice, We and/or the Supplier and/or Our (or the Supplier's) representatives have the right to inspect Your compliance with this Licence and to take copies of any necessary records. We will pay for Our representatives and the Supplier; You will, at Your expense, make appropriate employees and facilities available to provide reasonable assistance.

7 **Termination**

7.1 We may terminate this Licence:

7.1.1 immediately if:

7.1.1.1 You breach any of its terms;

7.1.1.2 You are subject to any insolvency, bankruptcy, or administration proceedings (or anything analogous);

7.1.1.3 You cease to do business; or

7.1.2 by giving You 30 days' written notice for any other reason.

7.2 Termination or expiry of this Licence will not affect Our or Your accrued rights and remedies.

7.3 From the date of expiry or termination, the licence granted in Clause 3.1 terminates and You and sub-contractors acting on Your behalf will immediately cease use of the Development Data and destroy and delete all copies of the same. If requested by Us, You shall provide Us with a sworn statement signed by Your authorised executive that You (and Your sub-contractors) have complied with this Clause 7.3.

7.4 Clauses 6.2, 7.2, 7.3, 7.4, 8, 9, 10, 12 and 13 will survive the expiry or termination of this Licence.

8 **Liability**

8.1 The Development Data is provided 'as is' and without any warranty or condition express or implied, statutory or otherwise as to its quality, accuracy or fitness for purpose. Except as expressly stated in this Licence, all conditions, warranties, terms and undertakings express or implied statutory or otherwise in respect of the Development Data are hereby excluded to the fullest extent permitted by law.

8.2 Subject to Clause 8.3, under no circumstances shall We be liable for indirect, special or consequential loss or damage or any other financial loss (howsoever caused) which occurs as a result of the use of, or lack of performance of the Development Data. The above-mentioned includes, but is not limited to, loss or damage related to lost earnings, profits, business, goodwill, data or software.

8.3 Neither You nor We exclude our respective liability to the other under this Licence for fraud, and for personal injury or death caused by either of our negligence and that of our respective employees and authorised subcontractors and agents.

9 Confidentiality and Data Protection

9.1 The parties to this Licence will take all reasonable steps to ensure that any material or information identified by either party to be confidential (**Confidential Information**), which the other party has possession or knowledge of in connection with this Licence, will not be disclosed to others, in whole or in part, without the prior written permission of the other party. Neither party will have the obligation to maintain the confidentiality of any data or information which (i) was in the receiving party's lawful possession prior to receipt from the other party, (ii) is later lawfully obtained by the receiving party from a third party having no obligation of confidentiality to the other party, (iii) is available to the public through no act or failure of the receiving party, (iv) is readily available in the public domain, or (v) is independently developed by the receiving party. The receiving party will immediately return or destroy any or all Confidential Information that has been provided to it by the other party, upon the other party's request.

9.2 We may share your personal data, such as your name, address and email address collected at account registration, with the Supplier for the purposes of monitoring your compliance with this Licence and otherwise use your personal data in accordance with our privacy policy which may be found here: <https://www.apgb.co.uk/privacy-policy> and to perform our obligations under this License and as otherwise necessary for our legitimate interests. We are a controller independent from Supplier with respect to your personal data and shall comply with our respective obligations under laws applicable to the privacy of your personal data including the General Data Protection Regulation ((EU) 2016/679) (GDPR) and the Data Protection Act 2018 (DPA 2018).

10 Changing this Licence

10.1 This Licence sets out the entire agreement and understanding between You and Us in respect of the subject matter of this Licence.

10.2 The waiving (which must be in writing) on a particular occasion by either of us of any rights under this Licence does not imply that other rights are waived.

10.3 We reserve the right to make changes to the terms of this Licence at any time upon notification by email or by posting changes on our website.

11 Notices

11.1 All notices under this Licence shall be in writing and shall be sent by email to support@apgb.co.uk

12 Governing law and jurisdiction

12.1 This Licence will be governed by and construed in accordance with English law and we both agree to submit to the exclusive jurisdiction of the English courts.

13 Rights of Third Parties

13.1 Subject to Clause 13.2, a person who is not a party to this Licence has no right as a third party to enforce or enjoy the benefit of any term of this Licence.

13.2 You acknowledge the interest of the Supplier in relation to the Development Data and the parties hereby confer upon the Supplier the right to enforce the terms of this Licence and pursue any claims pursuant to this Licence as if it was the licensor.