

LICENCE AGREEMENT

For the use of intellectual property of the UK Hydrographic Office and some other organisations including UK and Irish port authorities within products and services intended for non-navigational, non-commercial, scientific, academic, technical or consultancy purposes of the end-user including limited end-user re-use rights

LICENCE AGREEMENT NUMBER: GB XX - 000 - Name

1. THE PARTIES

This Agreement is between:

- (1) The “LICENSOR” The UK Hydrographic Office (the UKHO), of Admiralty Way, Taunton, Somerset, TA1 2DN, United Kingdom, for and on behalf of the Secretary of State for Defence.

and

- (2) The “LICENSEE” [LICENSEE’s name] [Registered company number] of [LICENSEE’s registered address including country].

This and the following pages comprise the Agreement for which the duly authorised representatives below have agreed and signed on behalf of the PARTIES.

On behalf of:	The LICENSOR	The LICENSEE
Signatures:		
Name (Print):		
Position:		
Date:		

2. Definitions

The following words and expressions shall have the following meanings except where the context otherwise requires:

- | | | |
|-------|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2.1. | “ACCOUNTING PERIOD” | Each period of six months from 1 January to 30 June and from 1 July to 31 December of each year during the term of this Agreement. |
| 2.2. | “AUDITOR” | An auditor that is independent of the LICENSOR, has no conflicts of interest in relation to the LICENSEE and is selected and appointed by the LICENSOR. |
| 2.3. | “COMMENCEMENT DATE” | [XX Month YYYY] |
| 2.4. | “CONFIDENTIAL INFORMATION” | Has the meaning given in clause 11.1 below. |
| 2.5. | “CUSTODIANSHIP ORGANISATIONS” | The third parties listed in Schedule C to this Agreement. |
| 2.6. | “DETERMINATION” | Has the meaning given in clause 6.14 below. |
| 2.7. | “END-USER” | Any person permitted by the LICENSEE to use the LICENSEE’S MATERIAL. |
| 2.8. | “EXPERT” | Has the meaning given in clause 6.10.2 below. |
| 2.9. | “FREE DISTRIBUTION AMOUNTS” | The quantity of LICENSEE’S MATERIAL that may be distributed free of charge for the purposes of promotion and demonstration during each ACCOUNTING PERIOD as specified in Schedule B. |
| 2.10. | “LICENCE PERIOD” | The period commencing from the COMMENCEMENT DATE continuing indefinitely unless terminated by either PARTY in accordance with clause 20 below. |

- 2.11. "LICENSEE'S MATERIAL" The material produced by the LICENSEE or its sub-licensees as a result of the operation of this Agreement.
- 2.12. "LICENSOR'S MATERIAL" The material described in clause 4 below.
- 2.13. "PARTIES" The persons identified in clause 1 above who individually are sometimes referred to as 'the PARTY'.
- 2.14. "PERMITTED PURPOSES" Has the meaning given in clause 3.3 below.
- 2.15. "TERRITORY" Worldwide.
- 2.16. "WORKING DAY" Monday to Friday, not including official Public Holidays in England and Wales.

3. Supply and licence

- 3.1. The LICENSOR shall publish a list of the LICENSOR'S MATERIAL it can supply to the LICENSEE on its website. Such list shall include the form, format and normal delivery dates and update frequencies available. The LICENSOR may amend that list from time to time as it finds necessary. The LICENSEE may notify the LICENSOR which parts of the LICENSOR'S MATERIAL on that list that it wants to receive and the LICENSOR shall use reasonable endeavours to supply those parts. Otherwise, the LICENSEE acknowledges that it is responsible for obtaining the LICENSOR'S MATERIAL at its own expense through the LICENSOR's normal distribution routes.
- 3.2. The LICENSOR grants the LICENSEE, subject to the terms and conditions of this Agreement including its Schedules, a non-exclusive non-transferable licence to reproduce and adapt (as set out in Sections 17 and 21 of the Copyright, Designs and Patents Act 1988 (c. 48)) and, where the context permits and where appropriate, to extract and re-utilise (as set out in Regulation 16 of the Copyright and Rights in Databases Regulations 1997) the LICENSOR'S MATERIAL in the TERRITORY during the LICENCE PERIOD for the following purposes (unless otherwise stated in clause 4 below):
- 3.2.1. internal research and development;
 - 3.2.2. internal quality assurance processes relating to the LICENSEE'S MATERIAL;
 - 3.2.3. creating and manufacturing the LICENSEE'S MATERIAL using only that LICENSOR'S MATERIAL shown in Schedule B for each LICENSEE'S MATERIAL; and
 - 3.2.4. distributing the LICENSEE'S MATERIAL to END-USERS in the form and format specified in this Agreement and subject to the END-USER restrictions specified in this Agreement, within the TERRITORY either directly or using distributors or agents.

3.3. The LICENSEE shall not reproduce or adapt the LICENSOR'S MATERIAL to create and manufacture LICENSEE'S MATERIAL for purposes other than for within products and services intended for non-navigational (which includes products and services for monitoring the location of vessels or other objects from a shore-based system, for crisis management, maritime security, command and control of vessels from a shore-based system or for providing training, including simulators, relating to those activities), non-commercial, scientific, academic, technical or consultancy purposes of the end-user including limited end-user re-use rights (the PERMITTED PURPOSES). The LICENSEE shall not mislead or permit or authorise others to mislead third parties about the PERMITTED PURPOSES. The LICENSEE shall not permit, by way of end user licence provisions or otherwise, END-USERS to use the LICENSEE'S MATERIAL for other than the PERMITTED PURPOSES. If there is any conflict between this clause and Schedule B then this clause shall take precedence

3.4. Unless otherwise agreed, in writing, by the PARTIES, the LICENSEE shall supply the LICENSOR with the following:

- 3.4.1. a representative sample of each product or service range listed in Schedule B within thirty days of production and before it is distributed; and
- 3.4.2. copies of all products or services within those product or service ranges within thirty days of production and either before they are distributed or simultaneously with their first distribution.

Such supply shall be without charge and under an irrevocable licence such that the LICENSOR may use the LICENSEE'S MATERIAL for its internal purposes during the LICENCE PERIOD and for 12 years thereafter. The LICENSOR, and any third parties acting on behalf of the LICENSOR, shall only use the supplied LICENSEE'S MATERIAL as necessary to exercise the LICENSOR's rights or perform its obligations under this Agreement or to protect its intellectual property rights. The LICENSOR shall ensure that its employees and any third parties acting on its behalf in using any of the supplied LICENSEE'S MATERIAL are bound by an undertaking in substantially the same terms as clause 9.2 below. The LICENSEE acknowledges that such supply of the LICENSEE'S MATERIAL to the LICENSOR does not represent a quality assurance in any form by the LICENSOR. The LICENSOR acknowledges that the LICENSEE is not responsible for supporting LICENSEE'S MATERIAL supplied in accordance with this clause 3.4.

3.5. If the LICENSEE'S MATERIAL is used by the END-USER in digital form, in addition to supplying LICENSEE'S MATERIAL in accordance with clause 3.4 above the LICENSEE shall supply the LICENSOR any tools required for their use for the same purpose and under the same licence as clause 3.4 above if so requested by the LICENSOR.

4. The LICENSOR'S MATERIAL

4.1. Save as otherwise provided either by this Agreement or by any other agreement between the PARTIES the LICENSEE shall remain responsible for obtaining all necessary permissions to reproduce material protected by intellectual property rights of third parties. The LICENSEE shall not reproduce material protected by such third party rights and published by the LICENSOR unless requisite third party permission has been obtained by the LICENSEE.

4.2. The LICENSOR'S MATERIAL shall consist of the following (and only to the extent that such material is the sole copyright (or other intellectual property right) of the LICENSOR) or the CUSTODIANSHIP ORGANISATIONS):

4.2.1. Chart data

- 4.2.1.1. Chart data shall consist of all intellectual property that belongs to either the Crown or the CUSTODIANSHIP ORGANISATIONS that is:
- 4.2.1.1.1. published by the LICENSOR within its commercial range of navigational charts, which are listed in its publication NP 131; or
 - 4.2.1.1.2. supplied by the LICENSOR to the LICENSEE pursuant to clause 3.1 above; or
 - 4.2.1.1.3. published by any licensee of the LICENSOR from such navigational charts or supplied material.
- 4.2.1.2. Chart data shall include all updates to that data published by the LICENSOR.
- 4.2.1.3. The LICENSOR shall use reasonable endeavours to provide the LICENSEE within five WORKING DAYS of signature of this Agreement by both PARTIES and within five WORKING DAYS of 1 January and 1 July during the LICENCE PERIOD the following information about third-party rights:
- 4.2.1.3.1. a list of navigational charts currently published by the LICENSOR and a summary, expressed to the nearest 5%, of the third parties whose material was used in the compilation of the charts;
 - 4.2.1.3.2. a list of all cells where the cell content of LICENSOR and CUSTODIANSHIP ORGANISATIONS is greater than 0% and an estimate of likely sources of third party material within those areas. The LICENSEE acknowledges that this information is only an estimate and that it is the LICENSEE's responsibility to identify third-party rights within any material it intends to reproduce or adapt.

4.2.2. Tidal data – simplified harmonic constants

- 4.2.2.1. The simplified harmonic constants shall consist of all intellectual property that belongs to the Crown that is
- 4.2.2.1.1. published by the LICENSOR in Part III of the latest editions of NP 201-4, the Admiralty Tide Tables, and the angles and factors information published in Table VII of the Admiralty Tide Tables.
 - 4.2.2.1.2. published by any LICENSEE of the LICENSOR lawfully reproduced or adapted from such Tidal Predictions data.
 - 4.2.2.1.3. supplied to the LICENSEE by the LICENSOR for the purpose of this Agreement.

4.2.2.1.4. the simple harmonic constants shall include all updates to that data supplied by the LICENSOR.

4.2.2.2. The LICENSEE shall only use the simplified harmonic constants with the LICENSOR's simplified harmonic method of calculating tidal predictions published in the latest editions of NP 201-4, the Admiralty Tide Tables.

4.2.3. Tidal Predictions

4.2.3.1. Tidal Predictions shall consist of all intellectual property that belongs to the Crown that is:

4.2.3.1.1. published by the LICENSOR within its commercial range of Admiralty products and services as listed in its publication NP 131; including

4.2.3.1.1.1. the application of time and height differences as published in Part II of the Admiralty Tide Tables,

4.2.3.1.1.2. the results produced from using the simplified harmonic constants as published in Part III of the Admiralty Tide Tables (using the simplified harmonic method of calculating tidal predictions) and the Angles and Factors information published in Table VII of the Admiralty Tide Tables).

4.2.3.1.1.3. predictions generated from other Admiralty products or services; including Admiralty TotalTide and Admiralty EasyTide.

4.2.3.1.2. published by any LICENSEE of the LICENSOR lawfully reproduced or adapted from such Tidal Predictions data.

4.2.3.1.3. supplied to the LICENSEE by the LICENSOR for the purpose of this Agreement.

4.2.3.1.4. Tidal Predictions shall include all updates to that data supplied by the LICENSOR.

4.2.4. List of lights and fog signals

4.2.4.1. Lists of lights and fog signals shall consist of all Crown copyright material or other intellectual property published by the LICENSOR within its commercial range of Admiralty Lists of Lights and Fog Signals, which are listed in its publication NP 131, and of Crown copyright material or other intellectual property published by the LICENSOR lawfully reproduced or adapted by third parties from such lists of lights and fog signals. Lists of lights and fog signals shall include all updates to that data published by the LICENSOR.

4.2.5. Textual sailing direction data

4.2.5.1. Textual sailing direction data shall consist of the editorial text protected by Crown copyright or other intellectual property rights of the Crown and published by the LICENSOR within its commercial range of Admiralty Sailing Directions, which are listed in its publication NP 131, and of Crown copyright material or other intellectual property published by the LICENSOR lawfully reproduced or adapted by third parties from such textual sailing directions. Textual sailing directions data shall include all updates to that data published by the LICENSOR.

4.2.6. *Astronomical Publications*

4.2.6.1. Astronomical publication data shall consist of the material protected by Crown Copyright or other intellectual property rights of the Crown and published by the LICENSOR within its range of Astronomical Publications, which are listed in its publication NP131, and of Crown copyright material or other intellectual property published by the LICENSOR lawfully reproduced or adapted by third parties from such Astronomical Publications. Astronomical Publications data shall include all updates to that data published by the LICENSOR.

4.2.7. *Bathymetry data (surveys)*

4.2.7.1. Bathymetry data shall consist of all depth information, including depth contours, collected, processed and compiled by the LICENSOR or the CUSTODIANSHIP ORGANISATIONS and who's copyright or other intellectual property rights belong to the Crown or the CUSTODIANSHIP ORGANISATIONS and which are supplied to the LICENSEE by the LICENSOR for the purpose of this Agreement. Bathymetry data (surveys) shall include all updates to that data supplied by the LICENSOR.

4.2.8. *Practice and exercise area (PEXA) data*

4.2.8.1. Practice and exercise area (PEXA) data shall consist of all copyright material or other intellectual property collected by and/or belonging to the LICENSOR or the CUSTODIANSHIP ORGANISATIONS which are supplied to the LICENSEE by the LICENSOR or the CUSTODIANSHIP ORGANISATIONS for the purpose of this Agreement. PEXA data shall include all updates to that data supplied by the LICENSOR or the CUSTODIANSHIP ORGANISATIONS.

4.2.9. *Wreck, obstruction, cables and pipelines data*

4.2.9.1. Wreck, obstruction, cables and pipelines data shall consist of all copyright material or other intellectual property collected by and/or belonging to the LICENSOR or the CUSTODIANSHIP ORGANISATIONS which are supplied to the LICENSEE by the LICENSOR or the CUSTODIANSHIP ORGANISATIONS for the purpose of this Agreement. Wreck, obstruction, cables and pipelines

data shall include all updates to that data supplied by the LICENSOR or the CUSTODIANSHIP ORGANISATIONS.

4.2.10. Offshore installations data

4.2.10.1. Offshore installations data shall consist of all copyright material or other intellectual property collected by and/or belonging to the LICENSOR or the CUSTODIANSHIP ORGANISATIONS which are supplied to the LICENSEE by the LICENSOR or the CUSTODIANSHIP ORGANISATIONS for the purpose of this Agreement. Offshore installations data shall include all updates to that data supplied by the LICENSOR or the CUSTODIANSHIP ORGANISATIONS.

4.2.11. Maritime limits data

4.2.11.1. Maritime limits data shall consist of all copyright material or other intellectual property collected by and/or belonging to the LICENSOR or the CUSTODIANSHIP ORGANISATIONS which are supplied to the LICENSEE by the LICENSOR or the CUSTODIANSHIP ORGANISATIONS for the purpose of this Agreement. Maritime limits data shall include all updates to that data supplied by the LICENSOR or the CUSTODIANSHIP ORGANISATIONS.

4.2.11.2. The LICENSOR makes no charge for the LICENSEE's reproduction of the 6 or 12 nautical mile limits published by the LICENSOR.

4.2.12. Tidal stream data

4.2.12.1. Tidal stream data shall consist of all intellectual property that belongs to either the Crown or the CUSTODIANSHIP ORGANISATIONS that is:

- 4.2.12.1.1. published by the LICENSOR within its commercial range of tidal stream atlases, which are listed in its publication NP 131; or
- 4.2.12.1.2. published by any licensee of the LICENSOR from such tidal stream atlases.

4.2.12.2. Tidal stream data shall also include any tabulated data published within the chart data defined at clause 4.2.1 above that is used to determine the rate and direction of horizontal tidal streams.

4.2.12.3. Tidal stream data shall include all updates to that data supplied by the LICENSOR or the CUSTODIANSHIP ORGANISATION.

4.2.13. Other data

4.2.13.1. The material, if any, described in this clause which consists of the copyright material or other intellectual property collected by and/or belonging to the LICENSOR or the CUSTODIANSHIP ORGANISATIONS which are supplied to the LICENSEE by the LICENSOR:

- 4.2.13.2. As a limitation to the grant in clause 3.2 above, the LICENSEE may only use the material described in this clause 4.2.13 for the following purposes:
- 4.2.13.2.1. internal research and development; and
 - 4.2.13.2.2. internal quality assurance processes relating to the LICENSEE'S MATERIAL.

- 4.3. The LICENSEE shall inform the LICENSOR in writing of any actual or claimed defects or errors in the LICENSOR'S MATERIAL that come to the LICENSEE's attention during the LICENCE PERIOD as soon as practicable after the LICENSEE becomes aware of any such actual or claimed defects or errors.

5. *Rights and obligations*

- 5.1. The LICENSEE shall use its best endeavours to ensure that its employees comply with the LICENSEE's obligations under this Agreement. The LICENSEE shall use its best endeavours to ensure compliance and shall supply evidence satisfactory to the LICENSOR to show such compliance when required by the LICENSOR.
- 5.2. The LICENSEE shall use its best endeavours to ensure that its obligations are passed on to its distributors, agents and contractors.
- 5.3. The LICENSEE shall use reasonable endeavours to ensure that the LICENSOR'S MATERIAL and the LICENSEE'S MATERIAL are protected from unauthorised reproduction by third parties. In the event that the LICENSOR or the LICENSEE obtains evidence that the protection is not sufficient to prevent unauthorised reproduction they shall as soon as possible notify the other PARTY of such evidence. If such unauthorised reproduction in the reasonable opinion of the LICENSOR represents a measurable risk to the LICENSOR, then the LICENSEE shall, within five WORKING DAYS of receiving notice to this effect from the LICENSOR, propose an action or actions to improve the protection, including timescales to implement such improvements, for the LICENSOR's reasonable approval. If approved, the LICENSEE shall implement the improvements within the timescales stated.
- 5.4. The LICENSEE shall ensure that the LICENSEE'S MATERIAL is only available for use by the END-USER for a limited period which shall be no longer than 48 months. Such periods can be extended for further periods no longer than 48 months within 6 months of expiry of the current period. The LICENSEE shall ensure that at the end of such periods that the LICENSEE'S MATERIAL is either technically disabled or the END-USER returns the LICENSEE'S MATERIAL to the LICENSEE with an undertaking, supported by a binding warranty, that the LICENSEE'S MATERIAL is no longer being used.
- 5.5. The LICENSEE may grant limited rights to END-USERS to use and re-use the LICENSEE'S MATERIAL. The LICENSEE may only grant such limited use and re-use rights to END-USERS if it also procures that END-USERS agree to restrictions on those re-use rights. The limited rights to use and re-use and the restrictions are shown in Schedule D. The LICENSEE shall use its reasonable endeavours to ensure END USERS comply with those restrictions. The LICENSEE shall inform the LICENSOR of any failures by END USERS to comply with those restrictions or breaches of its END-USER licence agreements that come to its attention as soon as possible.

- 5.6. Subject to clause 5.7 below the LICENSEE shall not place or authorise others to place the LICENSOR'S MATERIAL on a computer accessible to third parties whether via the Internet or otherwise except where it is being used as the delivery mechanism to a contractor approved in accordance with clause 12.1 below and the LICENSEE has used all reasonable endeavours to ensure that it can only be accessed by the contractor.
- 5.7. The LICENSEE shall not place or permit others to place the LICENSEE'S MATERIAL on a computer accessible to third parties whether via the Internet or otherwise except where:
- 5.7.1. it is being used as the delivery mechanism to a distributor or END-USER and the LICENSEE has used all reasonable endeavours to ensure that it can only be accessed by the intended distributor or END-USER and the delivery mechanism can be audited and the number of copies supplied and the details of the recipient independently verified;
 - 5.7.2. the sole purpose is promotion of the LICENSEE'S MATERIAL and the LICENSEE'S MATERIAL to be placed on a computer accessible to third parties is limited to:
 - 5.7.2.1. digital raster images consisting of no more than 1,048,576 pixels;
 - 5.7.2.2. textual extracts up to 250 words in aggregate from any single item of LICENSOR'S MATERIAL;
 - 5.7.2.3. tidal predictions for the current day and six subsequent days
 - 5.7.3. and the LICENSEE shall ensure that no more than one such digital raster image or textual extract may be reproduced and made available within any one window at any one time and the images show a clear notice that they are "Not to be used for navigation"; or an unlimited number of digital raster image extracts from the LICENSEE'S MATERIAL are placed on a computer accessible to third parties for the sole purpose of promoting the LICENSEE'S MATERIAL if such images are at a resolution lower than thirty-six dots per inch, are not geo-referenced and show a clear notice that they are "Not to be used for navigation".
- 5.8. The LICENSEE may permit END-USERS the limited right to place the LICENSEE'S MATERIAL on a computer accessible to third parties whether via the Internet or otherwise where the LICENSEE'S MATERIAL to be placed on a computer accessible to third parties is limited to digital raster images consisting of no more than 1,048,576 pixels. The LICENSEE shall not permit the END-USER to reproduce and make available more than one such digital raster image at any one time and require the END-USER to include:
- 5.8.1. the acknowledgement "© British Crown Copyright, [the year of first publication]. All rights reserved."; and
 - 5.8.2. the licence agreement number GB XX - 000 - Name or another reference that allows the LICENSOR to identify the END-USER as a customer of the LICENSEE.

6. Payment

- 6.1. In consideration of the LICENSOR granting the rights within this Agreement, the LICENSEE shall pay the LICENSOR:
- 6.1.1. a licence fee for each copy of the LICENSEE'S MATERIAL distributed to END-USERS which the LICENSOR shall calculate in accordance with Schedule A to this Agreement; and

- 6.1.2. sums in respect of supplies made pursuant to clause 3.1 above and as described in Schedule A to this Agreement.
- 6.2. The actual licence fees for each LICENSEE'S MATERIAL shall be shown in Schedule B for each product or service range.
- 6.3. The FREE DISTRIBUTION AMOUNTS in Schedule B (or the actual quantity distributed if lower) shall be free of all licence fees.
- 6.4. All charges in this Agreement are, unless otherwise stated, shown exclusive of taxes or duties
- 6.5. The LICENSEE shall pay all taxes or duties in accordance with the terms of any applicable regulations such that the LICENSOR receives all fees in full.
- 6.6. Within thirty days of the end of each ACCOUNTING PERIOD, the LICENSEE shall deliver to the LICENSOR a true and accurate report giving particulars of the LICENSEE'S MATERIAL sold or otherwise distributed (including distributed free of charge) by the LICENSEE and its distributors and agents during that ACCOUNTING PERIOD in sufficient detail to allow the LICENSOR to calculate the licence fees. The report shall include the following information (in hard copy, as an electronic file in ASCII delimited format or as otherwise mutually agreed by the PARTIES), namely:
 - 6.6.1. the product identification number and title for each version or edition published;
 - 6.6.2. the publication/edition date or edition number of each product;
 - 6.6.3. the number of units sold, the number of units otherwise distributed and the number of units distributed free of charge; including sufficient information to determine the appropriate pricing factors stated in to this Agreement.
- 6.7. Based on the report prepared and submitted by the LICENSEE in accordance with clause 6.6 above, the LICENSOR shall prepare and provide to the LICENSEE an invoice which includes charges owed by the LICENSEE for the reported ACCOUNTING PERIOD. The LICENSEE shall pay all invoices presented by the LICENSOR within thirty days of the date of the relevant invoice such that the LICENSOR receives the full invoiced amount. The LICENSEE shall make payments in accordance with instructions issued by the LICENSOR from time to time quoting the licence number and any relevant invoice numbers. Payment made in any other form may incur additional fees to cover bank charges and currency exchange fluctuations and any such fees or charges shall be payable by the LICENSEE.
- 6.8. In relation to any statement of sales provided by the LICENSEE, the LICENSOR may require the LICENSEE to provide a certificate at the expense of the LICENSEE, prepared and certified by the independent professional auditor that performs the periodic audit of the LICENSEE's accounts or prepared and certified by the LICENSEE if the LICENSEE is not required to be subjected to an independent audit. The LICENSOR shall only request one such certificate in any three years unless an under-declaration is discovered. Such certificate shall state whether the statement of sales in question is complete, correct and in agreement with the LICENSEE's books of account. This right may be exercised by the LICENSOR at any time up to one year from the end of the relevant ACCOUNTING PERIOD and the certificate must be supplied by the LICENSEE as agreed with the LICENSOR in writing or in the absence such agreement within three months of the request.

- 6.9. Where a certificate is provided pursuant to clause 6.8 above does not corroborate the statement or statements of sales in question or where such a certificate is not supplied within the required time period the LICENSOR may require the LICENSEE to pay the amount due plus simple interest from the date payment was due until the date payment is made at a rate of 4% per annum above the latest published annual average of the Bank of England repo rate (IUAABEDR) calculated on a daily basis during the relevant ACCOUNTING PERIOD.
- 6.10. The LICENSEE shall upon the LICENSOR giving to the LICENSEE not less than one month's notice permit the AUDITOR, at the LICENSOR's own expense, access to the LICENSEE's premises (or alternatively the LICENSEE shall procure access for the AUDITOR to such other premises as it may be necessary for it to visit for the purposes of this clause 6.10) and permit the AUDITOR to inspect the books of account of the LICENSEE at all reasonable times. This includes the right to access the LICENSEE's premises (or other premises as the case may be) to audit the performance of this Agreement. The LICENSOR shall only request one such inspection in any three years unless an under-declaration is discovered. In addition, in the event that the LICENSOR has reasonable grounds to suspect the LICENSEE to have deliberately failed to account for any payment due under this Agreement or the LICENSEE has been negligent in preparing the account or the LICENSEE's accounting system has a systematic error that remained uncorrected from one inspection to the next then the LICENSEE shall upon the LICENSOR giving to the LICENSEE not less than 2 WORKING DAY's notice permit the AUDITOR, at the LICENSOR's own expense, access to the LICENSEE's premises (or alternatively the LICENSEE shall procure access for the AUDITOR to such other premises as it may be necessary for it to visit for the purposes of this clause 6.10) and permit the AUDITOR to inspect the books of account of the LICENSEE at all reasonable times. This includes the right to access the LICENSEE's premises (or other premises as the case may be) to audit the performance of this Agreement.
- 6.10.1. If such an inspection reveals to the reasonable satisfaction of the AUDITOR that the LICENSEE has failed to account for any payment due under this Agreement, the LICENSOR may require the LICENSEE to pay the amount due plus simple interest from the date payment was due until the date payment is made at a rate of 4% per annum above the latest published annual average of the Bank of England repo rate (IUAABEDR) calculated on a daily basis during the relevant ACCOUNTING PERIOD and, if any under-declaration exceeds 5% of the amount due to the LICENSOR or £3,000 whichever is the greater, the LICENSEE shall pay the LICENSOR for the costs of the inspection and all of the LICENSOR's related administrative expenses.
- 6.10.2. If any AUDITOR's report or reports show, to the reasonable satisfaction of the LICENSOR, the LICENSEE to have:
- 6.10.2.1. deliberately failed to account for any payment due under this Agreement; or
- 6.10.2.2. the LICENSEE has been negligent in preparing the account and that negligence has resulted in an under-declaration exceeding 15% of the amount due to the LICENSOR or £3,000 whichever is the greater over two ACCOUNTING PERIODS; or
- 6.10.2.3. the LICENSEE's accounting system has a systematic error that remained uncorrected from one inspection to the next; then the LICENSOR shall be entitled to consider the LICENSEE to have committed a repudiatory breach of this Agreement and to treat this Agreement as being at an end with immediate effect. In the event that the LICENSEE disputes the conclusion of the

LICENSOR in respect to the AUDITOR's report then the LICENSEE and LICENSOR shall submit the dispute to be finally resolved by an independent expert (the "EXPERT") who shall be appointed in accordance with clause 6.11 below.

- 6.11. The identity of the EXPERT, who shall act as an expert and not as an arbitrator and shall be an accountant experienced in the relevant field, shall where possible be agreed by the PARTIES but failing agreement within 5 WORKING DAYS after the agreement of the PARTIES to submit the dispute to an EXPERT (or such other period as the PARTIES may agree) shall, on the application of either PARTY, be the nominee of the President from time to time of the Institute of Chartered Accountants in England and Wales.
- 6.12. Subject to clause 6.13 below the DETERMINATION of the EXPERT shall be binding upon the PARTIES.
- 6.13. No DETERMINATION of the EXPERT shall specify that any amendment to this Agreement shall be made.
- 6.14. The EXPERT may require each PARTY, and each PARTY shall be entitled, to provide such information as the EXPERT may reasonably require for the purposes of his or her determination as well as written representations to the EXPERT (within 14 days of his or her appointment) and the EXPERT shall provide copies of any such information and representations to the other PARTY and shall allow such other PARTY (within 14 days of their receipt of such copies) to make cross-representations in writing. Copies of such cross-representations shall be supplied to the other PARTY but no further representations by the PARTIES to the EXPERT shall be permitted. Although the EXPERT shall consider all such information, representations and cross-representations he or she shall not be precluded from determining the reference in accordance with his or her own judgment. The EXPERT shall issue his or her determination (the "DETERMINATION") in writing within 14 days of the submission to him or her of the last of the information, representations or cross-representations as the case may be.
- 6.15. If the EXPERT shall become unable to act or shall fail for any reason to determine the dispute within the period prescribed in clause 6.14 above then either PARTY may apply to the President from time to time of the Institute of Chartered Accountants in England and Wales for the appointment of a replacement and this procedure may be repeated as many times as may be necessary to secure a DETERMINATION.
- 6.16. The EXPERT shall be required to keep strictly confidential all information, representations and cross-representations provided to him or her in connection with the dispute and shall return all such confidential information, representations and cross-representations to the PARTY from which they originated. In making a DETERMINATION the EXPERT may obtain such independent professional and technical advice as he or she may reasonably require subject to such persons accepting the same obligations of confidentiality as the EXPERT under this clause 6.16.
- 6.17. The EXPERT shall determine what proportion of the fees and expenses of the EXPERT each PARTY shall pay.

7. Review and Amendment of licence and supply fees

- 7.1. Subject to the procedure set out in clause 7.2 below the LICENSOR shall have the right to amend the licence and supply fees in clause 6.1 above as the LICENSOR considers necessary. The LICENSOR shall give the LICENSEE no less than 6 months notice of any such amendments and such amendments shall take effect from the next 1 January after the end of the notice period.
- 7.2. The LICENSOR shall review its licence and supply fees annually. The LICENSOR shall publish the results of each annual review on its website, together with any proposals it may have as to amendment of licence and supply fees. The LICENSOR shall hold an open consultation on any proposals to amend licence and supply fees and such consultation shall be open for a minimum of one calendar month from the publication of such proposals. The LICENSOR shall consider all responses to that consultation before deciding upon any amendments to licence and supply fees.

8. Acknowledgements and notices

- 8.1. The LICENSEE shall ensure that the acknowledgements and notices specified in paragraph 2 of each annex of Schedule B appear at a suitable place against or within the LICENSEE'S MATERIAL in such a manner that they are prominent and easily accessible to END-USERS.
- 8.2. The LICENSEE shall further ensure that the acknowledgements and notices appears within any END-USER licence or similar agreements entered into by END-USERS.
- 8.3. The LICENSEE shall include a list of all relevant CUSTODIANSHIP ORGANISATIONS in the acknowledgements and notices.
- 8.4. The LICENSEE shall ensure that no reference to the Crown, the Controller of Her Majesty's Stationery Office, the LICENSOR or the CUSTODIANSHIP ORGANISATIONS is made in or in association with any form of promotion or advertisement without the prior written consent of the LICENSOR.
- 8.5. The LICENSEE shall not make or authorise others to make any claim that the LICENSOR or the CUSTODIANSHIP ORGANISATIONS in any way endorses the LICENSEE'S MATERIAL save where otherwise agreed by the PARTIES in writing.
- 8.6. The LICENSEE shall not make or permit others to make any inaccurate or misleading statement about the LICENSOR, the CUSTODIANSHIP ORGANISATIONS or their products and services.
- 8.7. The LICENSEE may re-write, translate or abbreviate the acknowledgements and/or notices specified above if, in the sole opinion of the LICENSOR, there is no material difference between the versions. As a minimum requirement, any re-written or abbreviated acknowledgement must include reference to the "UKHO", "HMSO" and the port locations of the relevant CUSTODIANSHIP ORGANISATIONS and proper names shall not be translated. The LICENSEE shall supply the LICENSOR with copies of all re-written, translated or abbreviated versions of the acknowledgement(s) and/or notice(s) within five WORKING DAYS of such re-writing, translation or abbreviation and shall not distribute any LICENSEE'S MATERIAL bearing such texts before receiving the LICENSOR's written approval to do so, which shall take no more than five WORKING DAYS and shall not be

unreasonably withheld. If the LICENSOR fails to respond to the LICENSEE within five WORKING DAYS then the LICENSOR automatically gives its consent.

9. Intellectual property rights

- 9.1. Copyright, all other intellectual property rights and any goodwill in the LICENSOR'S MATERIAL, including where incorporated within the LICENSEE'S MATERIAL as a reproduction, translation or adaptation, shall remain at all times the property of the LICENSOR, the CUSTODIANSHIP ORGANISATIONS or their licensors as appropriate. The LICENSEE shall acquire no rights in any such material except as expressly provided in this Agreement.
- 9.2. The LICENSEE undertakes that all material belonging to or under the control of the LICENSOR to which the LICENSEE gains access or receives directly or indirectly as a result of the operation of this Agreement shall not be used by the LICENSEE or accessed by any of its employees or any other person acting on its behalf for any purpose other than strictly as necessary to exercise its rights or perform its obligations under this Agreement. The LICENSEE shall ensure that its employees and any other persons acting on its behalf in using the LICENSOR'S MATERIAL are bound by an undertaking in substantially the same terms as this clause 9.2.
- 9.3. The LICENSEE warrants that at the time of signing this Agreement the LICENSEE has not infringed the copyright or any other intellectual property right in any material under the control of the LICENSOR or the CUSTODIANSHIP ORGANISATIONS.
- 9.4. The LICENSEE undertakes that it will not intentionally infringe the copyright or any other intellectual property right in any material under the control of the LICENSOR or the CUSTODIANSHIP ORGANISATIONS or seek to exploit the goodwill associated with that material.
- 9.6. Nothing in this Agreement shall prejudice the right of the LICENSEE to challenge the LICENSOR's assertion of ownership of copyright or any other intellectual property right in the LICENSOR'S MATERIAL, but in the event of such challenge this Agreement shall continue in full force and effect including but not limited to the LICENSEE's obligation under clause 6 above in respect of reproductions of the LICENSOR'S MATERIAL which are the subject of such challenge and the LICENSEE shall notify the LICENSOR in writing specifying the LICENSOR'S MATERIAL in question and setting out the reason(s) why the LICENSEE challenges the LICENSOR's right to assert ownership of copyright or any other intellectual property right in the specified LICENSOR'S MATERIAL. The PARTIES shall then seek to resolve their difference by negotiating in good faith, agreeing:
- 9.6.4. any changes necessary to this Agreement to reflect the agreed position; and
 - 9.6.5. any payments to be made by either LICENSEE or LICENSOR (as necessary); and
 - 9.6.6. how costs incurred by either PARTY shall be borne.

In the event that the PARTIES cannot reach agreement on the ownership of copyright or any other intellectual property right in the LICENSOR'S MATERIAL within one calendar month of the LICENSEE notifying the LICENSOR in accordance with this clause 9.6 (or other period mutually agreed by the PARTIES in writing) then the LICENSEE shall either drop its claim or promptly and in any event within two calendar months of notifying the LICENSOR in accordance with this clause 9.6 initiate such procedures as may be necessary to obtain the decision of an

independent and competent body as to whether the LICENSOR has the right to assert ownership of copyright or any other intellectual property right in the specified LICENSOR'S MATERIAL and use all reasonable endeavours to expedite the making by such independent and competent body of a decision in accordance with this clause 9.6; and in the event that a decision in accordance with this clause 9.6 is that the LICENSOR has no right to assert ownership of copyright or any other intellectual property right in the LICENSOR'S MATERIAL in question the LICENSOR shall take immediate steps to:

9.6.7. refund to the LICENSEE any payments made by the LICENSEE to the LICENSOR in respect of sales of copies of the LICENSOR'S MATERIAL in question from the date of the notification given by the LICENSEE in accordance with this clause 9.6 and the date of the relevant decision; and

9.6.8. amend clause 4 and Schedules B and D of this Agreement by amending or deleting as appropriate from such clause 4 above and Schedules B and D reference(s) to the LICENSOR'S MATERIAL in respect of which such a decision has been made;

provided that nothing in this clause 9.6 shall prevent the LICENSOR from appealing against any decision or finding and, if successful, re-instating relevant reference(s) to LICENSOR'S MATERIAL in clause 4 above and Schedule B of this agreement and charging fees to the LICENSEE accordingly including fees in respect of any and all payments previously refunded in accordance with clause 9.6.4 above.

9.5. The LICENSEE shall ensure that all the LICENSOR's and the CUSTODIANSHIP ORGANISATIONS' trademarks or other identifying features are removed from the LICENSEE'S MATERIAL, except as otherwise provided either in this Agreement or in any other express agreement between the PARTIES.

9.6. The LICENSEE shall not adopt or use any trade mark, symbol or device that incorporates or is confusingly similar to, or is a simulation or colourable imitation of, the trademarks of the LICENSOR and/or the CUSTODIANSHIP ORGANISATIONS.

10. *Actions for infringement*

10.1. If the LICENSEE becomes aware of any infringement of any rights in the LICENSOR'S MATERIAL or the LICENSEE'S MATERIAL, whether or not arising from the LICENSEE's performance of this Agreement, the LICENSEE shall notify the LICENSOR as soon as possible. The LICENSEE shall provide all necessary information and reasonable assistance requested by the LICENSOR to ensure that the notified infringement is brought to an end as soon as possible. The LICENSOR shall reimburse the LICENSEE for costs and expenses reasonably and properly incurred in providing such information and rendering such assistance.

10.2. Where the LICENSEE'S MATERIAL is involved and the LICENSOR decides in its sole discretion to enter into any dispute resolution procedure, the LICENSEE shall provide the LICENSOR with such reasonable assistance as the LICENSOR may require including but not limited to providing such evidence as the LICENSOR may request and by appearing as a witness in support of the LICENSOR's case.

11. *Confidentiality*

11.1. The LICENSOR shall hold the following information (the 'CONFIDENTIAL INFORMATION') supplied by the LICENSEE in confidence unless such information is otherwise legitimately available to third parties:

- 11.1.1. the private residential address of the LICENSEE if they are entering into this Agreement in a personal capacity unless they can provide no other address to the LICENSOR for communications; and
 - 11.1.2. the existence of this Agreement prior to first publication of the LICENSEE'S MATERIAL; and
 - 11.1.3. all information shown in Schedules B and D of this Agreement; and
 - 11.1.4. all information supplied to the LICENSOR in accordance with clauses 6.6 above and 12.1 below of this Agreement; and
 - 11.1.5. any information marked 'confidential' by the LICENSEE.
- 11.2. The obligation at clause 11.1 above shall not apply in the case that any disclosure is required by any applicable law, any order of the court or any requirement of the UK Parliament.
- 11.3. The obligation at clause 11.1 above shall not apply to the disclosure of the CONFIDENTIAL INFORMATION to CUSTODIANSHIP ORGANISATIONS but the LICENSOR shall procure that CUSTODIANSHIP ORGANISATIONS hold that information in confidence on a similar basis as this clause 11.

12. Contracting

- 12.1. The LICENSEE may not contract out work for the purpose of executing the rights granted in this Agreement without first providing to the LICENSOR the full contact details of the proposed contractor involved in the creation of the LICENSEE'S MATERIAL and obtaining the LICENSOR'S written consent prior to entering into such agreement. The LICENSOR shall take no more than five WORKING DAYS to notify the LICENSEE of its decision and shall not unreasonably withhold its consent. If the LICENSOR fails to notify the LICENSEE of its decision within five WORKING DAYS then the LICENSOR automatically gives its consent.
- 12.2. The LICENSEE shall impose and enforce the following conditions on any such contractor.
- 12.2.1. all contractors shall be subject to the same restrictions as the LICENSEE under this Agreement;
 - 12.2.2. no contractor shall reproduce the LICENSOR'S MATERIAL or LICENSEE'S MATERIAL for their own purpose except for the purpose of back-up and operational security; and
 - 12.2.3. no contractor shall appoint sub-contractors to carry out work on the LICENSOR'S MATERIAL or LICENSEE'S MATERIAL.

13. Warranty and indemnity

- 13.1. The LICENSOR warrants that it is entitled to grant this licence to the LICENSEE and that, except for that material shown as belonging to third parties, the LICENSOR either owns all intellectual property rights in the LICENSOR'S MATERIAL or the LICENSOR is permitted to grant licences for the intellectual property rights of the CUSTODIANSHIP ORGANISATIONS in the LICENSOR'S MATERIAL.
- 13.2. The LICENSOR warrants that it grants licences according to the principles and practices in the statement of its Chief Executive, and published on the LICENSOR'S website.
- 13.3. The LICENSOR warrants that it has used reasonable skill and care to ensure that, at the point of supply from the LICENSOR'S place of business, the LICENSOR'S MATERIAL belonging to the LICENSOR is free from defects arising from faulty

materials or workmanship of the LICENSOR. The LICENSOR makes no warranty in respect of any part of the LICENSOR'S MATERIAL belonging to the CUSTODIANSHIP ORGANISATIONS.

- 13.4. The LICENSEE warrants its understanding that the licence fees in this Agreement have been calculated on the basis that the LICENSOR will exclude or limit its liability as set out in clauses 13.6 below and 13.7 below.
- 13.5. The LICENSOR does not limit or exclude its liability for death or personal injury caused by the negligence of its employees, agents or contractors.
- 13.6. Except as described in clause 13.5 above and subject to clause 14.7 below, the LICENSOR's total liability to the LICENSEE, whether directly to it or by reason of indemnity or contribution in respect of the LICENSEE's liability to any third party, or any acts or omissions of the LICENSOR's employees, agents or contractors shall be limited to the sum of all licence fees due to the LICENSOR in accordance with clause 6.1.1 above during the ACCOUNTING PERIOD in which the claim arose and the preceding ACCOUNTING PERIOD. This limit of liability shall apply separately to each and every claim against the LICENSOR provided that where any act or omission or series of two or more acts or omissions give rise to more than one claim, the limits shall apply to the aggregate of all claims as though they were a single claim.
- 13.7. Notwithstanding anything else contained in this Agreement, the LICENSOR shall not be liable to the LICENSEE for:
 - 13.7.1. the LICENSEE's loss of profits, revenues or goodwill or loss of anticipated savings or gains (including any such loss or damage incurred by the LICENSEE as a result of any payment by the LICENSEE to a third party as a result of an action brought by a third party);
 - 13.7.2. any indirect or consequential loss (including any such loss or damage incurred by the LICENSEE as a result of any payment by the LICENSEE to a third party as a result of an action brought by a third party) even if the loss was reasonably foreseeable or the LICENSOR had been advised by the LICENSEE of the possibility of it being incurred and whether arising from negligence, breach of contract or of statutory duty or otherwise; or
 - 13.7.3. any claim which has not been notified to the LICENSOR within thirty days of the date on which the LICENSEE knew, or should have reasonably known of the existence of grounds for such claim.
- 13.8. The LICENSEE shall indemnify and keep the LICENSOR and the CUSTODIANSHIP ORGANISATIONS indemnified, both during the term of this Agreement and for 12 years after the termination of this Agreement from and against all claims, actions, suits, damages, liabilities, losses, charges and proceedings that the LICENSOR or the CUSTODIANSHIP ORGANISATIONS may incur or be put to as a result of:
 - 13.8.1. any breach of this Agreement by the LICENSEE or its contractors, distributors, agents or employees;
 - 13.8.2. the unauthorised or illicit use by any END-USER or third party of the LICENSOR'S MATERIAL or the LICENSEE'S MATERIAL that has been supplied to such END-USER or third party by the LICENSEE, its distributors or agents;
 - 13.8.3. any loss or damage caused to a third party by any error or defect in the LICENSEE'S MATERIAL arising from the LICENSEE's modification of

the LICENSOR'S MATERIAL in the LICENSEE's production of the LICENSEE'S MATERIAL.

- 13.9. Such indemnity at clause 13.8 above shall not extend to cover unauthorised or illicit END-USER or third party use of the LICENSOR'S MATERIAL or the LICENSEE'S MATERIAL where the LICENSEE has used its reasonable endeavours to inform END-USERS and third parties of the limitations of this Agreement and to ensure that such use cannot take place.
- 13.10. For the avoidance of doubt such indemnity at clause 13.8 above shall include but not be limited to claims brought by other sovereign states or bodies operating under delegated authority or powers for such sovereign states.
- 13.11. The express terms of this Agreement are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealings or otherwise, all of which are excluded to the fullest extent permitted by law.
- 13.12. The PARTIES have taken advice in relation to this Agreement and in particular the provisions of this clause 13 as they respectively consider appropriate and have carefully considered all the terms set out in this clause 13. The PARTIES each confirm that all exclusions of and limitations to the liability of the other PARTY as set out in this clause 13 are reasonable in the circumstances.
- 13.13. The PARTIES shall give notice to each other as a soon as they become aware of any actual or threatened claim against them or the other PARTY by any third party in connection with the LICENSEE'S MATERIAL.

14. Conduct of third party claims

- 14.1. In the event that the LICENSEE receives from any third party a claim for damages arising out of or in connection with this Agreement and attributable to any act or omission of the LICENSOR's employees agents or contractors and the LICENSEE seeks the LICENSOR's indemnity for or contribution to any damages, costs or any other expenditure to which it is as a consequence put this clause 14 shall apply.
- 14.2. Upon receipt of such a third party claim the LICENSEE shall:
- 14.2.1. promptly, and in any event within 5 WORKING DAYS of its receipt, notify the LICENSOR of the existence of such claim and provide to the LICENSOR copies of all relevant documents;
 - 14.2.2. not, without the express permission of the LICENSOR, defend, settle or otherwise compromise such claim;
 - 14.2.3. render to the LICENSOR such reasonable assistance as the LICENSOR may require in order to come to a determination in accordance with clause 14.3 below;
 - 14.2.4. ensure that any expenditure incurred by it on legal advice in relation to such claim is reasonably and properly incurred; and
 - 14.2.5. comply with any direction of the LICENSOR given in accordance with clauses 14.4 below or 14.5 below,

and the LICENSOR shall not be liable to indemnify, make a contribution to or otherwise compensate the LICENSEE for any losses, damages, costs or any other expenditure incurred by the LICENSEE in its defence or settlement of such claim if the LICENSEE has not complied with its obligations under this clause 14.2.

- 14.3. Upon receipt from the LICENSEE of a notification in accordance with clause 14.2.1 above the LICENSOR shall promptly, and in any event within 5 WORKING DAYS of receipt of such notification, confirm to the LICENSEE in writing whether the LICENSOR considers the claim to arise out of or in connection with this Agreement and whether it is attributable to the acts or omissions of its employees, agents or contractors.
- 14.4. In the event that the LICENSOR confirms that it considers the claim to be so attributable it shall within 5 WORKING DAYS of receipt of the LICENSEE's notification in accordance with clause 14.2.1 above (or within such other period as the PARTIES may jointly agree) determine whether the LICENSEE should defend or settle the claim and shall direct the LICENSEE accordingly.
- 14.5. In the LICENSEE's defence or settlement of any claim the LICENSOR may in its discretion:
- 14.5.1. direct the LICENSEE's conduct in defending such claim; or
 - 14.5.2. direct the LICENSEE as to the sum in which it may settle such claim.
- 14.6. The LICENSOR agrees that any direction that it may give the LICENSEE in accordance with clauses 14.4 above and 14.5 above will be given reasonably and in the public interest, and that such direction shall, so far as it is possible to do so in the public interest, be given in the best interests of both PARTIES.
- 14.7. Any indemnity or contribution paid by the LICENSOR to the LICENSEE as a result of the operation of this clause 14 shall not be subject to the provisions of clause 13.6 above.
- 14.8. In the event that the LICENSOR receives from any third party a claim for damages arising out of or in connection with this Agreement and attributable to any act or omission of the LICENSEE's employees agents or contractors and the LICENSOR seeks the LICENSEE's indemnity for or contribution to any damages, costs or any other expenditure to which it may as a consequence be put, the LICENSOR shall promptly, and in any event within 2 WORKING DAYS of its receipt, notify the LICENSEE of the existence of such claim and provide to the LICENSEE copies of all relevant documents.
- 14.9. Upon receipt of notification issued in accordance with clause 14.8 above the LICENSEE may elect to take conduct of the claim and shall within 5 WORKING DAYS of its receipt of the notification inform the LICENSOR in writing of its decision, and prior to the expiry of such 5 WORKING DAYS or receipt of the LICENSEE's decision, as the case may be, the LICENSOR shall not take any action in relation to settlement, compromise or defence of the claim.
- 14.10. If the LICENSEE elects pursuant to clause 14.9 above to take conduct of the claim it shall be entitled to settle or defend the claim as it sees fit and the LICENSOR shall upon the request of the LICENSEE render to the LICENSEE all reasonable assistance to enable the LICENSEE to settle or defend the claim.

15. *Assignment and sub-licensing*

- 15.1. The LICENSEE is not entitled to assign any of its rights or obligations under this Agreement without the LICENSOR's prior written consent. The LICENSOR shall not unreasonably withhold its consent and shall provide its decision on any request to assign within five WORKING DAYS of receiving such a request from the

LICENSEE. If the LICENSOR fails to respond to the LICENSEE within five WORKING DAYS then the LICENSOR automatically gives its consent.

- 15.2. The LICENSOR shall be entitled to assign or contract out its rights and obligations under this Agreement upon the LICENSOR giving written notice of such assignment or contracting out to the LICENSEE.
- 15.3. The LICENSEE is not entitled to sub-licence any of its obligations under this Agreement.
- 15.4. The LICENSEE shall be entitled to sub-licence its rights under this Agreement to third parties during the LICENCE PERIOD, in accordance with the terms of this Agreement. For the avoidance of doubt, licensing the LICENSEE'S MATERIAL to and END-USER under the terms of an END-USER licence agreement does not constitute sub-licensing under the terms of this clause 15.4.
- 15.5. In the event that the LICENSEE exercises any right to sub-licence it shall pass on to its sub-licensees the terms and conditions of this Agreement specified in this clause 15.5 and shall be responsible for ensuring sub-licensees comply with those terms and conditions. The LICENSOR shall be entitled to treat any breach of such terms and conditions by sub-licensees as though it was a breach of this Agreement by the LICENSEE. The terms and conditions to be passed on to any sub- licensee are: clauses 3.3, 3.4, 3.5, 5, 8, 9.2, 9.3, 9.4, 20.9, 20.10 and 20.11.
- 15.6. The LICENSEE shall notify the LICENSOR in writing of the full name and contact details of each of its sub-licensees within 5 WORKING DAYS of reaching agreement with them and within 5 WORKING DAYS of any change of such details.
- 15.7. The LICENSEE shall not permit its sub-licensees to grant further sub-licences.
- 15.8. The LICENSEE shall terminate all sub-licences upon the expiry or termination of this Agreement.

16. Change of details

- 16.1. The LICENSEE shall inform the LICENSOR of any change of name or address within five WORKING DAYS of such change.

17. Rights of third parties

- 17.1. Except as provided at clause 13.8 above but notwithstanding anything to the contrary elsewhere in this Agreement, no right is granted to any person who is not a PARTY to this Agreement in its own right and the PARTIES declare that they have no intention to grant any such rights.

18. Severability

- 18.1. If any part, term or provision of this Agreement which in the reasonable discretion of the LICENSOR is not of a fundamental nature is held to be illegal or unenforceable the validity or enforceability of the remainder of the Agreement shall not be affected.
- 18.2. If any part, term or provision of this Agreement which in the reasonable discretion of the LICENSOR is of a fundamental nature and is held to be illegal or unenforceable then the PARTIES shall negotiate in good faith replacement lawful and enforceable provisions that enable the Agreement to have the effect intended by the illegal or unenforceable provision. Unless otherwise agreed between the PARTIES in writing, the PARTIES shall have six months to negotiate such replacement provisions, and

if agreement cannot be reached in that period, or it is not possible to construct such provisions, then the Agreement shall be terminated immediately and the LICENSEE shall deal with all material relevant to this Agreement as provided for in clause 20.9 below.

19. Entire agreement

- 19.1. This Agreement represents the entire and only agreement between the PARTIES and supersedes any previous agreement between the PARTIES upon the matters referred to herein.
- 19.2. Save for any fraudulent misrepresentation made by one of the PARTIES to the other, no representations, warranties, inducements or promises made by one PARTY to the other and no other arrangements whether oral or otherwise not embodied herein shall add to or vary this Agreement or be of any effect, save, with the exception of the LICENSOR's rights under clause 7.1 above, and for any written amendment to this Agreement mutually agreed by the PARTIES.

20. Termination

- 20.1. The PARTIES may (without prejudice to their other rights (whether arising under this Agreement or otherwise)) terminate this Agreement at any time by mutual written consent or at any time by giving three years' notice in writing to the other PARTY with such termination occurring at the end of the ACCOUNTING PERIOD that includes the date three years after the date of such notice.
- 20.2. The LICENSOR may at any time by written notice to the LICENSEE terminate this Agreement with immediate effect if there has been an irremediable breach of the terms and conditions of this Agreement by the LICENSEE. The LICENSOR considers breaches of the following clauses to be irremediable:
- 20.2.1. clause 5.6 above of the main Agreement;
 - 20.2.2. clause 8.1 above of the main Agreement;
 - 20.2.3. clauses, 9.1 above, 9.2 above, 9.3 above, 9.4 above and 9.6 above of the main Agreement; and
 - 20.2.4. clause 15.3 above of the main Agreement.
- 20.3. In the event that there has been a remediable breach of the terms and conditions of this Agreement by the LICENSEE, the LICENSOR may:
- 20.3.1. require by written notice the LICENSEE to remedy such breach within either 1 month or within such other longer period as the LICENSOR might reasonably set; and
 - 20.3.2. if the LICENSEE fails to remedy such breach within the specified period terminate this Agreement with immediate effect by notice in writing to the LICENSEE.
- 20.4. The LICENSOR may in its sole discretion and without waiving any right of termination arising from a failure of the LICENSEE to pay on any other occasion or occasions or any other right of termination howsoever arising (whether under this Agreement or otherwise) refrain from exercising its right to terminate this Agreement in the event that the LICENSEE fails to fulfil on any single occasion its obligation to pay in accordance with clause 6 above provided always that full payment with interest is made to the LICENSOR within 14 days of receipt of the demand for payment. Simple interest shall be payable on such late payments and shall be calculated at a rate of 4% per annum above the latest published annual average of the Bank of England repo rate (IUAABEDR) calculated on a daily basis for each day from the date payment was due.

- 20.5. The LICENSOR may (without prejudice to its other rights (whether arising under this Agreement or otherwise)) terminate this Agreement at any time by written notice if:
- 20.5.1. the LICENSEE enters into a voluntary arrangement;
 - 20.5.2. an administration order is made in respect of the LICENSEE;
 - 20.5.3. a receiver or an administrative receiver is appointed to manage the affairs of the LICENSEE;
 - 20.5.4. a resolution or petition to wind up the LICENSEE is passed or presented (other than for the purpose of amalgamation or reconstruction);
 - 20.5.5. any circumstances arise that entitle the Court or a creditor to appoint a receiver, administrative receiver or administrator; or
 - 20.5.6. any circumstances arise that entitle a creditor to present a winding-up petition or a winding up order is made by the Court.
- 20.6. Upon termination of this Agreement all outstanding payments and other obligations arising from this Agreement shall become due and payable as soon as practicable and no later than 30 days after termination. The LICENSEE shall also ensure that, at the LICENSEE's expense, the LICENSOR'S MATERIAL is immediately destroyed or returned to the LICENSOR as required by the LICENSOR.
- 20.7. Termination of this Agreement shall be without prejudice to the rights and liabilities of either PARTY that may have accrued up to and on the date of termination.
- 20.8. Termination of this Agreement shall not require termination of any END-USER licence agreement entered into in accordance with this Agreement prior to termination.
- 20.9. Except as stated in clause 20.11 below, in the event of the termination pursuant to clause 20.2 above, 20.3.2 above or 18.2 above the LICENSEE shall as soon as practicable destroy or procure that others destroy any LICENSEE'S MATERIAL held by the LICENSEE or its employees or contractors or other persons acting on its behalf as a result of the operation of this Agreement.
- 20.10. Except as stated in clause 20.11 below, in the event of the termination of this Agreement by notice pursuant to clause 20.1 above or 20.5 above the LICENSEE shall as soon as practicable and at its own expense restrict use of any pre-existing LICENSEE'S MATERIAL to that strictly necessary to provide support to END-USERS for a maximum period of 1 year from the date of termination.
- 20.11. In the event of the termination of this Agreement for any reason, the LICENSEE shall be entitled to archive the LICENSEE's MATERIAL indefinitely. Except as additionally provided in clause 20.10 above, the LICENSEE shall be entitled to retrieve and use (but not reproduce or adapt) the LICENSEE's MATERIAL only for the purposes of:
- 20.11.1. Internal quality control auditing; and
 - 20.11.2. Defending itself from claims from third parties.
- 21. No waiver**
- 21.1. No waiver of any term or condition of this Agreement shall be effective unless made in writing and signed by the PARTY against which enforcement of the waiver is sought.

21.2. The waiver of any remedy arising from breach of any term or condition of this Agreement shall not be construed as a waiver of any subsequent breach of any other such term or condition.

22. *Governing law*

22.1. This Agreement shall be governed by and construed and interpreted in accordance with English Law and the PARTIES submit to the exclusive jurisdiction of the English Courts.

Schedule A

Licence and supply fees

1. This Schedule A shows the methodology the LICENSOR will use to determine the licence and supply fees for each of the LICENSEE'S MATERIAL shown in Schedule B. Once calculated, the LICENSOR shall show the actual licence fees payable within Schedule B.
2. The methodologies used are described in a series of Annexes to this Schedule, one Annex for each type of data licensed under this Agreement and described in clause 4 of the main Agreement.
3. The total supply and licence fees are determined by adding together the individual supply and licence fees calculated from each methodology (where it applies).

Licensing UK Public Sector Bodies

4. The basic licence fees for each type of data licensed under this Agreement and described in clause 4 of the main Agreement shall be modified by a charging factor of 0.4 where the LICENSEE'S MATERIAL is reproduced by a UK Public Sector Body (as defined in the Re-use of Public Sector Information Regulations 2005) in order to support their public task.
5. The LICENSOR shall have the right to amend this charging factor as the LICENSOR considers necessary. The LICENSOR shall give the LICENSEE no less than 1 month's notice of any such amendment and such amendment shall take effect the start of the next accounting period after the end of the notice period.

Annexes to this Schedule

6. The table below shows the annexes to this Schedule.

Annex 1 to Schedule A	Chart data
Annex 2 to Schedule A	Tidal data (simplified harmonic constants)
Annex 3 to Schedule A	Lists of lights and fog signals
Annex 4 to Schedule A	Textual sailing directions data, and/or Astronomical publications data
Annex 5 to Schedule A	Bathymetry data (surveys)
Annex 6 to Schedule A	PEXA data
Annex 7 to Schedule A	Wrecks, cables, pipelines and other sea bed obstructions data
Annex 8 to Schedule A	Offshore installations data
Annex 9 to Schedule A	Maritime Limits data
Annex 10 to Schedule A	Tidal stream data

Annex 1 to Schedule A

1. *Licence fees for the re-use of chart data*

- 1.1. If the LICENSEE'S MATERIAL is derived from the chart data described in clause 4.2.1 of the main Agreement, then the following licence fees will apply, in addition to any other licence fees that apply.
- 1.2. The following are the additional requirements (which are either mandatory or optional) to qualify for the licence fee described in this Annex 1 to Schedule A:
 - 1.2.1. **Mandatory:** The LICENSEE shall only permit the END-USER to use the LICENSEE'S MATERIAL for the PERMITTED PURPOSES.
 - 1.2.2. **Mandatory:** The LICENSEE shall technically disable access to the LICENSEE'S MATERIAL within one month of expiration or termination of an END-USERS licence agreement.
 - 1.2.3. **Optional:** The LICENSEE may provide either the technical ability to allow the LICENSEE'S MATERIAL to be used by more than one END-USER simultaneously or permit the LICENSEE'S MATERIAL through an END-USER licence agreement to be used by more than one END-USER. If the LICENSEE chooses to use this option, the LICENSEE shall use its best endeavours to ensure that only the permitted number of END-USERS can use the LICENSEE'S MATERIAL.
 - 1.2.4. **Mandatory:** The LICENSEE shall only grant END-USER licence agreements for a maximum of four years. Such END-USER licence agreements may be renewed for up to a further four years during the final year of the END-USER licence agreement on condition that such END-USER licence agreements are revised to reflect any amendments made to this Agreement up to the date of renewal.
 - 1.2.5. **Optional:** If the LICENSEE'S MATERIAL is provided digitally, the LICENSEE may permit the END-USER to make one full copy of the LICENSEE'S MATERIAL for archive or backup purposes.
 - 1.2.6. **Optional:** If the LICENSEE'S MATERIAL is provided digitally, the LICENSEE may permit END-USERS to replicate the screen image to other devices within the same physical location or within 300 metres so long as such images cannot be used independently by more than the permitted number of END-USERS.
 - 1.2.7. **Optional:** The LICENSEE may provide END-USERS with the facility for the END-USERS to update the LICENSEE'S MATERIAL from updating material published by the LICENSOR in the form of notices to mariners.
 - 1.2.8. **Mandatory:** The LICENSEE shall restrict the update service provided to the END-USER from the LICENSOR'S MATERIAL to only include updates within the same (or smaller) geographical area, compiled at the same or smaller scale, already licensed to the END-USER.
- 1.3. For the purpose of determining licence fees, chart data has been grouped into cells. Each cell of chart data covers a $\frac{1}{2}^{\circ} \times \frac{1}{2}^{\circ}$ area, measured from the south west corner of each whole or half degree meridians of longitude and latitude. The spreadsheet dated 17 December 2004 and titled "Commercial licence agreement - UKHO and CUSTODIANSHIP ORGANISATIONS cell values - 17 December 2004.xls" which forms part of this Agreement, shows a list of all cells where the cell content of LICENSOR and/or CUSTODIANSHIP ORGANISATIONS is greater than 0%. The LICENSOR reserves the right to reassess and change the value of any cell and may include new cells. The LICENSOR shall give the LICENSEE no less than 6

months notice of any such changes and such changes shall then take effect from the start of the next ACCOUNTING PERIOD after the end of the notice period.

- 1.4. The basic licence fee for the use of chart data is calculated by totalling the value of all cells covered (in whole or part) by the LICENSEE'S MATERIAL, taking into account both the UKHO and CUSTODIANSHIP ORGANISATIONS data content and the compilation scale of the data within each cell as follows:
- 1.4.1. Count the number of A, B, C, D or E cells covered by the LICENSEE'S MATERIAL but exclude any cells if no chart data has been reproduced from those cells (e.g. the area of the LICENSEE'S MATERIAL covering the cell is actually blank space) (see paragraph 1.5 below of this Annex 1 to Schedule A).
- 1.4.2. Apply any discounts to any cell within the LICENSEE'S MATERIAL that is reproduced from chart data originally published at a smaller scale than 1:30,000 (see paragraph 1.6 below of this Annex 1 to Schedule A).
- 1.4.3. The final licence fee for chart data shall be calculated by applying additional charging factors to the basic licence fee. These additional factors are determined by how the LICENSEE'S MATERIAL is provided to END-USERS as follows:
- 1.4.3.1. Assess the duration of the LICENSEE'S MATERIAL, compare them with the criteria at paragraph 1.8.5 below of this Annex 1 to Schedule A and apply the highest appropriate multiplier.
- 1.4.3.2. If applicable, assess the number of END-USERS that shall access the LICENSEE'S MATERIAL, compare them with the criteria at paragraph 1.8.6 of this Annex 1 to Schedule A and apply the highest appropriate multiplier.

1.5. Cell content

- 1.5.1. The LICENSOR has assigned each cell a value depending on the amount of sea area it covers and the total proportion of the cell derived from the LICENSOR'S MATERIAL.
- 1.5.2. The LICENSOR determined the cell content by multiplying the percentage of the LICENSOR'S MATERIAL in the cell by the percentage of the cell covered by water.
- 1.5.3. The LICENSOR determined the cell value by reference to the cell content in the table below.

Band	Cell content	Cell value
A	≥ 75%	1.00 unit
B	≥ 50% and < 75%	0.75 units
C	≥ 25% and < 50%	0.50 units
D	≥ 5% and < 25%	0.25 units
E	< 5%	0.00 units

- 1.5.4. The cell values for each cell are shown in the spreadsheet described in paragraph 1.3 of this Annex 1 to Schedule A.

1.6. Scale content

- 1.6.1. A discount shall then be applied to each cell covered by the LICENSEE'S MATERIAL if it was created from data originally compiled at a natural scale smaller than 1:30,000. The applicable discounts are shown in the table below.

Scale	Discount applied to unit
1:1 to 1:30,000	0%
1:30,001 to 1:75,000	50%
1:75,001 to 1:150,000	65%
1:150,001 to 1:350,000	90%
1:350,000 to 1:1,250,000	97%
1:1,250,000 or smaller*	100%

*Please note that a smaller scale is denoted by a larger number. For example, a chart with a scale of 1:85,000 is of a smaller scale (and therefore provides less detailed content over a greater area) than a chart of 1:30,000.

- 1.6.2. If the LICENSEE'S MATERIAL was created from many sources at different scales, then the LICENSOR shall assume that the LICENSEE has used the largest scale available from the LICENSOR unless the LICENSEE can demonstrate to the satisfaction of the LICENSOR they have used a smaller scale. The largest scale available for each cell is shown in the spreadsheet described in paragraph 1.3 of this Annex 1 to Schedule A.

1.7. Basic licence fee

- 1.7.1. The cell price before any discounts or factors are applied is as follows (for the applicable period in which the LICENSEE'S MATERIAL was sold):

Period	Cell price
1 January 2005 to 31 December 2005	£19.60
1 January 2006 to 31 December 2006	£3.70
1 January 2007 to 31 December 2007	£7.40
1 January 2008 to 31 December 2009	£11.10
1 January 2010 onwards	£10.50

- 1.7.2. The basic licence fee shall be calculated by totalling the value of all cells covered (in whole or part) by the LICENSEE'S MATERIAL, taking account of any discounts applicable to the compilation scale of the data within each cell as defined in paragraph 1.3 of this Annex 1 to Schedule A and then multiplying this by the cell price. For example, the LICENSEE'S MATERIAL cover two A cells and a C cell, all at an original compilation scale of 1:50,000 – the basic licence fee would be $(1.00 + 1.00 + 0.50) \times 50\% \times £19.60 = £24.50$ if sold between 1 January 2005 and 31 December 2005.

1.7.3. The LICENSOR shall exclude any cells from the calculation if the LICENSEE has reproduced no chart data from those cells (e.g. the area of the LICENSEE'S MATERIAL covering the cell is actually blank space).

1.8. Additional charging factors

1.8.1. The LICENSOR shall apply the following factors to each of the LICENSEE'S MATERIAL once it has assessed its geographical content (i.e. determined the basic licence fee).

1.8.2. Product content

1.8.2.1. Where the LICENSEE has only used a sub-set of the features within the chart data, the basic licence fee shall be modified by the sum of all the listed modifiers shown in the table below subject to a maximum modifier of 1. A modifier will be applied regardless of how many features of that type are used.

Topic layer and themes	Modifier to cell price
<p>BE Bathymetry and elevation <i>Definition:</i> The natural shape of the Earth's surface on land and under the sea.</p> <p><i>Description:</i> Depth and height contours, spot heights and soundings, digital elevation model.</p> <p><i>Themes</i></p> <ul style="list-style-type: none"> - BE11 Bathymetry – the elevation and shape of the seabed. - BE 12 Elevation – the elevation and shape of the land. - BE 13 Surface mode – the elevation and shape of the seabed in grid format. - BE 14 Coastline and depth areas – the area between specified depth or height contours that are represented by a single entity/shape. 	0.6
<p>NP Natural and physical features <i>Definition:</i> Natural topography of the coastal and marine environment including the biological, physical and chemical features within it.</p> <p><i>Description:</i> The type and landscape setting of the marine environment including the geology, seabed, water column and coastal landforms. Biological and physical components include biota, habitats, fish spawning and nursery areas and current streams, rocks and some human impacts such as dams, canals and dykes.</p>	0.1

Topic layer and themes	Modifier to cell price
<p><i>Themes</i></p> <ul style="list-style-type: none"> - NP 21 Sea cover – an area of sea displaying a particular physical or natural property (e.g. an area of sea-ice, sand waves and water turbulence). - NP 22 Land cover – An area of land displaying a particular physical or natural property (e.g. an area of swamp). - NP 23 Flora and fauna – information on the distribution of animals and plants - NP 24 Hydrology – an area of inland water. - NP 25 Geology – information on the structure of the Earth’s crust and superficial sediment deposits. 	
<p>SO Man-made structures and obstructions</p> <p><i>Definition:</i> Man-made physical structures and obstructions.</p> <p><i>Description:</i> Man-made physical structures including oil and gas wells, pipelines and cables. Man-made physical structures of a more general socio-economic purpose (e.g. general obstructions, buoyage, roads and railways).</p> <p><i>Themes</i></p> <ul style="list-style-type: none"> - SO 31 Shoreline constructions – land and coastal infrastructure. - SO 32 Obstructions – an object on the seabed of known or unknown source that is neither a wreck nor infrastructure and which may hinder safe passage or other activity (e.g. a discarded shopping trolley, unidentified sonar contact). - SO 33 Offshore installations – a man-made permanent structure that is either fixed, floating, on or below the seabed, and that is used for industrial purposes (e.g. oil and gas production, power generation, waste disposal). - SO 34 Navigational aids – a man-made object that allows or aids navigation (e.g. fog signal, buoy or light beacon). The range of the aid is included (e.g. the arc of a light house). 	0.1

Topic layer and themes	Modifier to cell price
- SO 35 Wrecks – the ruined remains of a stranded or sunken vessel which has been rendered useless.	

<p>SE Socio-economic marine use <i>Definition:</i> Specified areas where one or more activities have been designated, are known to occur or are restricted.</p> <p><i>Description:</i> Largely non-physical human boundaries defining areas or zones of economic or social importance such as military areas, wind farm sites, navigation zones, dredging areas, fishing areas and national boundary limits.</p> <p><i>Themes</i></p> <ul style="list-style-type: none"> - SE 41 Administration and regulation – a designated local administrative boundary or limit. - SE 42 National limits – a designated national boundary or distance limit. - SE 43 Activities and licence areas – a place or area designated or known to be used for a particular purpose or activity (e.g. military exercise, dumping ground, offshore development or oil and gas licence areas). - SE 44 Transportation and routes – a location where transportation or navigation and associated activities is designated or known to occur (e.g. an airport, beach landing point or shipping lane). - SE 45 Aquaculture and fisheries – a location where fishing activities is designated or known to occur or an area used to record fishing statistics. 	<p>0.1</p>
<p>CO Climate and oceanography <i>Definition:</i> Climate and weather information, tides and currents or locations where measurement or monitoring is or has been known to occur.</p> <p><i>Description:</i> Climatic, meteorological and oceanographic observations and predictions of a mainly temporal nature.</p> <p><i>Themes</i></p> <ul style="list-style-type: none"> - CO 61 Tides and tidal currents - CO 62 Winds and waves - CO 63 Measurement locations – the place where oceanographic or other scientific instrumentation is or has been deployed for the purpose of scientific measurement or 	<p>0.1</p>

environmental monitoring.	
<p>CE Conservation and environmental protection</p> <p><i>Definition:</i> Designated boundaries for the purposes of conservation and environmental protection of natural and cultural heritage.</p> <p><i>Description:</i> Boundaries for designations and management, e.g. sites of special scientific interest (SSSI), conservation and environmental protection of special areas of conservation (SAC), archaeological sites, shellfish beds. Monitoring and assessment points, e.g. bathing waters, nitrate conservation, designations, protection, management, cultural, historical, heritage, archaeological, natural, monitoring, assessment, SSSI, SAC, special protection areas (SPA), Ramsar areas and marine nature reserves (MNR).</p> <p><i>Themes</i></p> <ul style="list-style-type: none"> - CE 51 Water quality designations - CE 52 Water quality - CE 53 Protected areas CE 54 Archaeology and heritage 	0.0

1.8.3. Product format

1.8.3.1. The basic licence fee shall be modified depending on the format the LICENSEE'S MATERIAL is supplied to the END-USER as follows:

Format	Modifier to cell price
Raster (bitmap) format	0.7
Vector format	1.1
Vector and raster format	1.5

1.8.4. Product protection system

1.8.4.1. The basic licence fee shall be modified depending on the technical protection system used to ensure the LICENSEE'S MATERIAL cannot be reproduced by unauthorised third parties as follows:

Protection system	Modifier to cell price
No technical protection system	1.0
Unique identifying watermark or fingerprint included within all data supplied with the	0.9

Protection system	Modifier to cell price
LICENSEE'S MATERIAL	
Industry standard encryption system	0.7

1.8.5. Product duration

1.8.5.1. The basic licence fee shall be modified by a charging factor determined by how long the product is legitimately available to the END-USER.

1.8.5.2. The licence fee shall be higher if the LICENSEE'S MATERIAL is accessible to the END-USER for more than a year; it shall be lower if the LICENSEE'S MATERIAL is accessible for less than 9 months as follows:

End-user licence duration	Duration level	Applicable duration charging factor
Greater than 12 months and less than or equal to 48 months	D1	1/12 (0.0833.) per month
Greater than or equal to 9 months and less than or equal to 12 months	D2	1.0
Greater than or equal to 6 months and less than 9 months	D3	0.8
Greater than or equal to 3 months and less than 6 months	D4	0.6
Greater than 0 months and less than 3 months	D5	0.4

1.8.5.3. In the interests of safety, the LICENSOR shall permit the LICENSEE to allow END-USERS to access the LICENSEE'S MATERIAL for an additional month after the end of the END-USER licence period on the condition that the LICENSEE frequently and prominently notifies the END-USER that the licence period has expired.

1.8.6. Multi-user licensing (local users)

1.8.6.1. The basic licence fee shall be modified by a charging factor determined by how many people are permitted to use the LICENSEE'S MATERIAL locally.

1.8.6.2. A local user accesses the LICENSEE'S MATERIAL directly using a computer with appropriate software. The LICENSEE'S MATERIAL is 'in use' on a computer when it is loaded into the temporary memory (i.e. RAM) or installed into the permanent memory (e.g. hard disk drive) of that computer. Client workstations that run software that can access the LICENSEE'S MATERIAL via an application server (often known as a thin client) constitute local users.

Maximum number of local users or workstations	Usage level	Usage factor
1	UL1	1.0

Maximum number of local users or workstations	Usage level	Usage factor
2	UL2	1.5
3 to 5	UL3	2.0
6 to 10	UL4	3.0
11 to 20	UL5	4.0
21 to 50	UL6	5.0
51 to 100	UL7	6.0
101 to 200	UL8	7.0
201 to 500	UL9	8.0
More than 500	UL10	Price on application

1.8.6.2. The LICENSOR shall determine the maximum number as the lower of either the number of workstations from which people shall access the LICENSEE'S MATERIAL or the total number of local users who have access to the LICENSEE'S MATERIAL (this does not have to be concurrent access).

1.8.6.3. The LICENSOR shall determine the number of people as qualifying for the above multi-user charging factor only if they (or their workstations) are normally (more than 50% of their working time) based in the same physical site. The LICENSOR will treat people or workstations on other physical sites as being a separate sale for which a separate licence fee will be payable.

1.8.7. Multi-user licensing (remote users)

1.8.7.1. A remote user accesses the LICENSEE'S MATERIAL via a restricted World Wide Web service such as WebGIS. The LICENSEE'S MATERIAL is not loaded into memory (either temporary or permanent) but is displayed only as a single raster image on the client workstation within an Internet browser (or similar).

1.8.7.2. If the LICENSEE permits the END-USER to allow remote user access to the LICENSEE'S MATERIAL by a restricted World Wide Web service (for example using a virtual private network) and the raster image contain more than 1,048,576 pixels or there is more than one raster image available at any one time then the basic licence fee shall be modified by a charging factor determined by how many people are permitted to use the LICENSEE'S MATERIAL remotely.

Maximum number of remote users	Usage level	Usage factor
1 to 10	UR1	1.0

Maximum number of remote users	Usage level	Usage factor
11 to 20	UR2	1.5
21 to 50	UR3	2.0
51 to 100	UR4	3.0
101 to 200	UR5	4.0
201 to 500	UR6	5.0
501 to 1000	UR7	6.0
1001 to 2000	UR8	7.0
2001 to 5000	UR9	8.0
More than 5000	UR10	Price on application

Annex 2 to Schedule A

1. *Licence fees for the re-use of tidal data*

- 1.1. If the LICENSEE'S MATERIAL is derived from the tidal data described in clause 4.2.2 or 4.2.3 of the main Agreement, then the following licence fees will apply, in addition to any other licence fees that apply.
- 1.2. The LICENSOR makes no charge for the LICENSEE to reproduce tidal material listed in clause 4.2.2 or 4.2.3 of the main Agreement where such reproduction is limited to the minimum required to determine the time of high waters for reference ports which are then used within calculations to calculate the rate and direction of horizontal tidal streams from chart data.
- 1.3. Except as stated in paragraph 1.2 above of this Annex 2 of Schedule A, if the LICENSEE reproduces tidal data in the LICENSEE'S MATERIAL in digital format then the LICENSOR shall charge the LICENSEE a fixed price for each copy of LICENSEE'S MATERIAL distributed that contains reproductions or derivations of the tidal material listed in clause 4.2.2 or 4.2.3 of this Agreement according to the number of tidal stations included with the distributed LICENSEE'S MATERIAL:

Number of tidal stations in product or service	Licence fee per copy distributed	
	Product available for two years or less	Product available for more than two years
For up to 100 tidal stations	£0.25	£0.50
For between 101 and 500 tidal stations	£0.75	£1.00
For 501 or more tidal stations	£1.25	£1.50

Annex 3 to Schedule A

- 1. Licence fees for the re-use of data from lists of lights and fog signals**
- 1.1. Except as shown in paragraph 1.3 of this Annex 3 to Schedule A, the LICENSOR shall charge the LICENSEE an additional 10% to the chart price defined in Annex 1 to Schedule A for each copy of the LICENSEE'S MATERIAL distributed that contains reproductions or adaptations of the lights and fog signal material listed in clause 4.2.4 of this Agreement used in conjunction with reproductions or adaptations of the chart data listed in clause 4.2.1 of this Agreement.
- 1.2. For the avoidance of doubt, the LICENSOR has granted the LICENSEE no rights to reproduce or adapt the lights and fog signal material listed in clause 4.2.4 of this Agreement except in conjunction with reproductions or adaptations of the chart data listed in clause 4.2.1 of this Agreement.
- 1.3. The LICENSOR shall make no charge for the LICENSEE'S MATERIAL if the reproductions or adaptations of the lights and fog signal material listed in clause 4.2.4 of this Agreement are limited to only the international identification number of the lights and fog signals.

Annex 4 to Schedule A

1. **Licence fees for the re-use of textual sailing directions and/or astronomical publications data**

- 1.1. If the LICENSEE'S MATERIAL is derived from textual sailing directions or astronomical publications data described in clause 4.2.5 or 4.2.6 of the main Agreement, then the following licence fees will apply, in addition to any other licence fees that apply.
- 1.2. The LICENSOR shall charge the LICENSEE the fee shown in the table below for each copy of the LICENSEE'S MATERIAL distributed that contains reproductions or adaptations from textual sailing directions or astronomical publications data described in clause 4.2.5 or 4.2.6 of the main Agreement per year that they LICENSEE provides an update service.

Number of volumes of Admiralty Sailing Directions and/or Astronomical publications reproduced in part within the LICENSEE'S MATERIAL	Licence fee (per part of volume reproduced)
1 to 10	£13.00
11 to 30	£12.00
31 to 50	£11.00
51 to 73	£10.00

Annex 5 to Schedule A

1. **Supply and licence fees for the re-use of bathymetry data (surveys)**

1.1. If the LICENSOR supplies bathymetry data to the LICENSEE, the LICENSOR shall charge the LICENSEE

1.1.1. for bathymetry data in XYZ format a supply fee of Pounds Sterling £1,500 per annum. The initial supply fee will be charged in advance of supply.

1.1.2. for bathymetry data in Generic Sensor Format (GSF) and other non-standard survey data extracts a fixed admin charge of £140 plus £100 per survey plus any physical media costs (other than DVD or CD).

1.2. If the LICENSEE'S MATERIAL is derived from the bathymetry data described in clause 4.2.7 of the main Agreement, then the following licence fees will apply, in addition to any other licence fees that apply.

1.3. The basic bathymetric licence fees before any discounts or factors are applied are shown below (for the applicable period in which the LICENSEE'S MATERIAL was sold):

1.3.1. survey bathymetry supplied to the LICENSEE by the LICENSOR or its CUSTODIANS in digital form:

Period	Cell price
1 January 2011 onwards	£7.00

1.3.2. survey bathymetry supplied to the LICENSEE by the LICENSOR or its CUSTODIANS that has been extracted from chart data:

Period	Cell price
1 January 2011 onwards	£7.00

1.3.3. survey bathymetry supplied to the LICENSEE by the LICENSOR or its CUSTODIANS in analogue (fairsheet) form:

Period	Cell price
1 January 2011 onwards	£5.25

1.4. The basic licence fees described in clauses 1.3.1, 1.3.2 and 1.3.3 of this Annex 5 to Schedule A shall be modified based on the number of bathymetric data points provided by the LICENSEE to the END USER per transaction; as shown in the table below.

Price Band	Number of data points	Modifier to cell price
Band 1	>0 to 0.2 million	0.5
Band 2	>0.2 to 0.5 million	1.0
Band 3	>0.5 to 1 million	2.0
Band 4	>1 to 2 million	3.0

Price Band	Number of data points	Modifier to cell price
Band 5	>2 to 4 million	4.0
Band 6+	>4 million	+1 per additional 2 million points

- 1.5. LICENSEES may report sales of chart-derived bathymetry in one of two ways:
 - 1.5.1. using the survey bathymetry method described in clause 1.3.2 of this Annex 6 to Schedule A, or
 - 1.5.2. using the cell-based method described in Annex 1 to Schedule A.

- 1.6. If the LICENSEE'S MATERIAL contains a combination of the bathymetry types described in clauses 1.3.1, 1.3.2 and 1.3.3 of this Annex 6 to Schedule A, and the LICENSEE is able to accurately define and report the number of bathymetric data points derived from each separately, the LICENSOR will charge the appropriate fees for each type. If the LICENSEE does not report the number of bathymetric data points derived from each bathymetric data source separately, the LICENSOR will apply the highest appropriate unit fee to all LICENSEE'S MATERIAL.

Annex 6 to Schedule A

1. ***Licence fees for the re-use of PEXA data***

- 1.1. If the LICENSEE'S MATERIAL is derived from the PEXA data described in clause 4.2.8 of the main Agreement, then the following licence fee will apply, in addition to any other licence fees that apply.
- 1.2. The LICENSEE shall ensure that when selling the LICENSEE'S MATERIAL that is derived from the PEXA data, it shall clearly publish a separate price for that element of the LICENSEE'S MATERIAL that is so derived.
- 1.3. The LICENSOR shall charge the LICENSEE a licence fee calculated according to the following formula and calculated in arrears for all sales made during the previous ACCOUNTING PERIOD:

[Royalty Rate] x [proportion of LICENSEE'S MATERIAL derived from the PEXA data] x [gross sales revenue]

where: - the royalty rate is 15%
- the proportion of LICENSEE'S MATERIAL derived from the PEXA data is calculated by the LICENSOR based on the geographic coverage of the PEXA data compared to the total geographic coverage of the LICENSEE'S MATERIAL expressed as a percentage
- the gross sales revenue is the total revenue received by the LICENSEE from the sale of the LICENSEE'S MATERIAL

- 1.4. In the event of the disposal of the LICENSEE'S MATERIAL below the fair market value of similar material on the open market then a fixed rate fee based on such fair market value will be applied in lieu of the licence fee at paragraph 1.3 above of this Annex 6 to Schedule A.

Annex 7 to Schedule A

1. ***Licence fees for the re-use of wreck, obstruction, cables and pipelines data***

- 1.1. If the LICENSEE'S MATERIAL is derived from the wreck, obstruction, cables and pipelines data described in clause 4.2.9 of the main Agreement, then the following licence fee will apply, in addition to any other licence fees that apply.
- 1.2. The LICENSEE shall ensure that when selling the LICENSEE'S MATERIAL that is derived from the wreck, obstruction, cables and pipelines data, it shall clearly publish a separate price for that element of the LICENSEE'S MATERIAL that is so derived.
- 1.3. The LICENSOR shall charge the LICENSEE a licence fee calculated according to the following formula and calculated in arrears for all sales made during the previous ACCOUNTING PERIOD:
- $[Royalty\ Rate] \times [proportion\ of\ LICENSEE'S\ MATERIAL\ derived\ from\ the\ wreck,\ obstruction,\ cables\ and\ pipelines\ data] \times [gross\ sales\ revenue]$
- where: - the royalty rate is 15%
- the proportion of LICENSEE'S MATERIAL derived from the wreck, obstruction, cables and pipelines data is calculated by the LICENSOR based on the geographic coverage of the wreck, obstruction, cables and pipelines data compared to the total geographic coverage of the LICENSEE'S MATERIAL expressed as a percentage
- the gross sales revenue is the total revenue received by the LICENSEE from the sale of the LICENSEE'S MATERIAL
- 1.4. In the event of the disposal of the LICENSEE'S MATERIAL below the fair market value of similar material on the open market then a fixed rate fee based on such fair market value will be applied in lieu of the licence fee at paragraph 1.3 above of this Annex 7 to Schedule A.

Annex 8 to Schedule A

1. ***Licence fees for the re-use of offshore installations data***

- 1.1. If the LICENSEE'S MATERIAL is derived from the offshore installations data described in clause 4.2.10 of the main Agreement, then the following licence fee will apply, in addition to any other licence fees that apply.
- 1.2. The LICENSEE shall ensure that when selling the LICENSEE'S MATERIAL that is derived from the offshore installations data, it shall clearly publish a separate price for that element of the LICENSEE'S MATERIAL that is so derived.
- 1.3. The LICENSOR shall charge the LICENSEE a licence fee calculated according to the following formula and calculated in arrears for all sales made during the previous ACCOUNTING PERIOD:

[Royalty Rate] x [proportion of LICENSEE'S MATERIAL derived from the offshore installations data] x [gross sales revenue]

where: - the royalty rate is 15%
- the proportion of LICENSEE'S MATERIAL derived from the offshore installations data is calculated by the LICENSOR based on the geographic coverage of the offshore installations data compared to the total geographic coverage of the LICENSEE'S MATERIAL expressed as a percentage
- the gross sales revenue is the total revenue received by the LICENSEE from the sale of the LICENSEE'S MATERIAL

- 1.4. In the event of the disposal of the LICENSEE'S MATERIAL below the fair market value of similar material on the open market then a fixed rate fee based on such fair market value will be applied in lieu of the licence fee at paragraph 1.3 above of this Annex 8 to Schedule A.

Annex 9 to Schedule A

1. **Licence fees for the re-use of maritime limits data**

- 1.1. Except as described in clause 4.2.11.2, if the LICENSOR supplies the maritime limits data to the LICENSEE then the following licence fee will apply, in addition to any other licence fees that apply.
- 1.2. The LICENSEE shall ensure that when selling the LICENSEE'S MATERIAL that is derived from the maritime limits data, it shall clearly publish a separate price for that element of the LICENSEE'S MATERIAL that is so derived.
- 1.3. For each ACCOUNTING PERIOD ending 30 June, the LICENSOR shall charge the LICENSEE a licence fee calculated according to the following formula and calculated in arrears for all sales made during the previous ACCOUNTING PERIOD:

[Royalty Rate] x [proportion of LICENSEE'S MATERIAL derived from the maritime limits data] x [gross sales revenue]

where: - the royalty rate is 15%
- the proportion of LICENSEE'S MATERIAL derived from the maritime limits data is calculated by the LICENSOR based on the geographic coverage of the maritime limits data compared to the total geographic coverage of the LICENSEE'S MATERIAL expressed as a percentage
- the gross sales revenue is the total revenue received by the LICENSEE from the sale of the LICENSEE'S MATERIAL

- 1.4. For each ACCOUNTING PERIOD ending 31 December:

- 1.4.1. the LICENSOR shall charge the LICENSEE a licence fee calculated according to the following formula and calculated in arrears for all sales made during the previous ACCOUNTING PERIOD:

[Royalty Rate] x [proportion of LICENSEE'S MATERIAL derived from the maritime limits data] x [gross sales revenue]

where: - the royalty rate is 15%
- the proportion of LICENSEE'S MATERIAL derived from the maritime limits data is calculated by the LICENSOR based on the geographic coverage of the maritime limits data compared to the total geographic coverage of the LICENSEE'S MATERIAL expressed as a percentage
- the gross sales revenue is the total revenue received by the LICENSEE from the sale of the LICENSEE'S MATERIAL

- 1.4.2. if the sum of the licence fees paid in a calendar year (other than in the first calendar year that the maritime limits data is supplied to the LICENSEE) are less than Pounds Sterling £8,000, the LICENSOR shall charge the LICENSEE an additional fee of Pounds Sterling £8,000 less the sum of the licence fees paid in that calendar year. In the first calendar year, the

additional fee will be calculated in the same way but the Pounds Sterling £8,000 base value will be reduced on a pro-rata basis according to how long the LICENSEE has held the maritime limits data during that calendar year.

- 1.5. In the event of the disposal of the LICENSEE'S MATERIAL below the fair market value of similar material on the open market then a fixed rate fee based on such fair market value will be applied in lieu of the licence fee at paragraph 1.3 above of this Annex 10 to Schedule A.

Annex 10 to Schedule A

1. *Licence fees for the re-use of tidal stream data*

- 1.1. If the LICENSEE'S MATERIAL is derived from the tidal stream data listed in clause 4.2.12 of the main Agreement and if the LICENSEE reproduces tidal stream data in the LICENSEE'S MATERIAL in combination with chart data or tidal data (simplified harmonic constants) then no additional fee applies.

- 1.2. For the avoidance of doubt, the LICENSOR has granted the LICENSEE no rights to reproduce or adapt the tidal stream data listed in clause 4.2.12 of this Agreement except in conjunction with reproductions or adaptations of the chart data listed in clause 4.2.1 of this Agreement or the tidal data listed in clause 4.2.2 of this Agreement.

Schedule B

The LICENSEE'S MATERIAL

- 1.1. The LICENSEE'S MATERIAL consists of a range of products and services which are defined separately in Annexes to this Schedule B. Each Annex describes one product or service range.
- 1.2. Each product range or service is defined by its title, a description of its contents, its field of use, how and in what form it is supplied, the END-USER licensing model including END-USER licensing restrictions and may include additional requirements for acknowledgements and warnings. In addition, if the product or service range is made up of pre-defined products or services, then an additional table will show the licence fees due on each product or service.

Annexes to this Schedule

- 1.3. The list below shows the annexes to this Schedule.

Annex 1 to Schedule B [Product/service name]

Annex 2 to Schedule B [Product/service name]

Annex 1 to Schedule B

1. General description of the range

1.1.	Product or service title	
1.2.	General description of product including its intended purpose or field of use	
1.3.	Geographic coverage of product or service	
1.4.	LICENSOR'S MATERIAL reproduced to create the product or service	<ul style="list-style-type: none"> • Chart data • Tidal data (simplified harmonic constants) • Lists of lights and fog signals • Textual sailing directions data • Bathymetry data (surveys) • PEXA data • Wrecks, cables, pipelines and other sea bed obstructions data • Offshore installations data • Maritime limits data • Tidal stream data
1.5.	Form and format (including the look and feel, facsimile restrictions and translation rights (language or format))	
1.6.	Security and encryption	
1.7.	Description of any updating service associated with the product or service	

2. Acknowledgements and notices

2.1.	Additional acknowledgements	<p>Acknowledgements There are two acknowledgements.</p> <p>“This product has been derived in part from material obtained from the UK Hydrographic Office with the permission of the UK Hydrographic Office, Her Majesty’s Stationery Office <i>[and the following authorities: XXX].</i>”</p>
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	<p>“© British Crown Copyright, [the year of first publication]. All rights reserved.”</p>
<p>2.2. Notices</p>	<p>Notices [There is one notice:] [There are two notices:] [There are three notices:]</p> <p><u>Notice 1</u> “These images have been produced for [PURPOSE] and should not be used for any other purpose”</p> <p><u>Notice 2</u> “NOTICE: The UK Hydrographic Office (UKHO) and its licensors make no warranties or representations, express or implied, with respect to this product. The UKHO and its licensors have not verified the information within this product or quality assured it.”</p> <p><u>Notice 3 – only to be included where the product contains reproductions of the maritime limits data</u> “UK MARITIME LIMITS: The UK maritime limits have been calculated from the Territorial Sea Baseline of the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands and were correct at [date].</p> <p>The Territorial Sea Baseline is a combination of a straight baseline system from Cape Wrath to Laggan on the Rhins of Galloway, drawn in accordance with The Territorial Sea (Amendment) Order 1998 [SI 1998 No. 2564] and the normal baseline, which is the low-water line as depicted on the latest edition of the largest scale Admiralty chart of the area drawn in accordance with the Territorial Waters Order in Council 1964 (1965 III, p.6452A). The normal baseline includes low-tide elevations and bay closing lines drawn in accordance with the Order in Council.</p> <p>If a new larger scale Admiralty chart or a new edition of an existing</p>

	Admiralty chart is published which changes the low-water line the limits are liable to change. Please contact us for a definitive limit at a specific date.”
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3. Licence fees

3.1.	Pricing mechanism applied to this product / service range:	<ul style="list-style-type: none"> • Chart data • Tidal data (simplified harmonic constants) • Lists of lights and fog signals • Textual sailing directions data • Bathymetry data (surveys) • PEXA data • Wrecks, cables, pipelines and other sea bed obstructions data • Offshore installations data • Maritime limits data
3.2.	Duration and usage levels assumed for the purpose of calculating the licence fees shown in paragraph 4.1 below of this Annex 1 to Schedule B	<p>Duration factor: [factor]</p> <p>Usage factor: [factor]</p> <p>Note: If the product or service is sold with a different duration or usage factor, then the licence fee for that product or service will be recalculated by the LICENSOR in accordance with Annex 1 to Schedule A.</p>
3.3.	FREE DISTRIBUTION AMOUNTS	<p>The LICENSEE may distribute fully working copies of [product/service name] to its distributors and agents solely for promotional purposes and to journalists solely to review it.</p> <p>The LICENSEE may also make a demonstration version of [product/service name] available free of charge to potential END-USERS to generate sales. [Insert restrictions on what the demonstration version can do – e.g. restricts access to only a small part of the data or stops working after 30 days.]</p> <p>THE LICENSEE may also promote [product/service name] in promotional literature and on the Internet in accordance with clause 5.7 of the main Agreement.</p> <p>In the event of any suspected misuse of the demonstration copies by END-USERS, the LICENSOR reserves the right to withdraw or amend its permission for this facility.</p>

4. Licence fee assessments

- 4.1. The actual licence fees payable for each product that exists within this product range is shown in the spreadsheet dated [XX MONTH YYYY] and titled:

XX - XX - 000 - Name - Schedule B Annex 1 –
YYYY-MM-DD

Annex 2 to Schedule B

1. General description of the range

1.1.	Product or service title	
1.2.	General description of product including its intended purpose or field of use	
1.3.	Geographic coverage of product or service	
1.4.	LICENSOR'S MATERIAL reproduced to create the product or service	<ul style="list-style-type: none"> • Chart data • Tidal data (simplified harmonic constants) • Lists of lights and fog signals • Textual sailing directions data • Bathymetry data (surveys) • PEXA data • Wrecks, cables, pipelines and other sea bed obstructions data • Offshore installations data • Maritime limits data • Tidal stream data
1.5.	Form and format (including the look and feel, facsimile restrictions and translation rights (language or format))	
1.6.	Security and encryption	
1.7.	Description of any updating service associated with the product or service	

2. Acknowledgements and notices

2.1.	Additional acknowledgements	<p>Acknowledgements There are two acknowledgements.</p> <p>“This product has been derived in part from material obtained from the UK Hydrographic Office with the permission of the UK Hydrographic Office, Her Majesty’s Stationery Office <i>[and the following authorities: XXX].</i>”</p>
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	<p>“© British Crown Copyright, [the year of first publication]. All rights reserved.”</p>
<p>2.2. Notices</p>	<p>Notices [There is one notice:] [There are two notices:] [There are three notices:]</p> <p><u>Notice 1</u> “These images have been produced for [PURPOSE] and should not be used for any other purpose”</p> <p><u>Notice 2</u> “NOTICE: The UK Hydrographic Office (UKHO) and its licensors make no warranties or representations, express or implied, with respect to this product. The UKHO and its licensors have not verified the information within this product or quality assured it.”</p> <p><u>Notice 3 – only to be included where the product contains reproductions of the maritime limits data</u> “UK MARITIME LIMITS: The UK maritime limits have been calculated from the Territorial Sea Baseline of the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands and were correct at [date].</p> <p>The Territorial Sea Baseline is a combination of a straight baseline system from Cape Wrath to Laggan on the Rhins of Galloway, drawn in accordance with The Territorial Sea (Amendment) Order 1998 [SI 1998 No. 2564] and the normal baseline, which is the low-water line as depicted on the latest edition of the largest scale Admiralty chart of the area drawn in accordance with the Territorial Waters Order in Council 1964 (1965 III, p.6452A). The normal baseline includes low-tide elevations and bay closing lines drawn in accordance with the Order in Council.</p> <p>If a new larger scale Admiralty chart or a new edition of an existing</p>

	Admiralty chart is published which changes the low-water line the limits are liable to change. Please contact us for a definitive limit at a specific date.”
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3. Licence fees

3.1.	Pricing mechanism applied to this product / service range:	<ul style="list-style-type: none"> • Chart data • Tidal data (simplified harmonic constants) • Lists of lights and fog signals • Textual sailing directions data • Bathymetry data (surveys) • PEXA data • Wrecks, cables, pipelines and other sea bed obstructions data • Offshore installations data • Maritime limits data
3.2.	Duration and usage levels assumed for the purpose of calculating the licence fees shown in paragraph 4.1 below of this Annex 2 to Schedule B	<p>Duration factor: [factor]</p> <p>Usage factor: [factor]</p> <p>Note: If the product or service is sold with a different duration or usage factor, then the licence fee for that product or service will be recalculated by the LICENSOR in accordance with Annex 1 to Schedule A.</p>
3.3.	FREE DISTRIBUTION AMOUNTS	<p>The LICENSEE may distribute fully working copies of [product/service name] to its distributors and agents solely for promotional purposes and to journalists solely to review it.</p> <p>The LICENSEE may also make a demonstration version of [product/service name] available free of charge to potential END-USERS to generate sales. [Insert restrictions on what the demonstration version can do – e.g. restricts access to only a small part of the data or stops working after 30 days.]</p> <p>THE LICENSEE may also promote [product/service name] in promotional literature and on the Internet in accordance with clause 5.7 of the main Agreement.</p> <p>In the event of any suspected misuse of the demonstration copies by END-USERS, the LICENSOR reserves the right to withdraw or amend its permission for this facility.</p>

4. Licence fee assessments

- 4.1. The actual licence fees payable for each product that exists within this product range is shown in the spreadsheet dated [XX MONTH YYYY] and titled:

XX - XX - 000 - Name - Schedule B Annex 2 –
YYYY-MM-DD

Schedule C

CUSTODIANSHIP ORGANISATIONS

1. The third parties list below have granted their permission to the LICENSOR to grant licences on their behalf to reproduce, adapt and/or translate their intellectual property where it has been incorporated within the LICENSOR'S MATERIAL. Some of the listed third parties have not granted permission for all their intellectual property to be reproduced, adapted and/or translated. These third parties, and the limitations, are shown below.

<u>Colloquial Name (Facility)</u>	<u>Name of Authority</u>
Aberdeen	Aberdeen Harbour Board
Alderney	States of Alderney Harbour Authority
Ardrossan	Clyde - Peel Ports
Argyll	Argyll & Bute Council
Armadale	Caledonian Maritime Assets Ltd
Avonmouth	First Corporate Shipping Limited (Bristol Port Company)
Ayr (ABP)	Associated British Ports Groups (All ABP ports except Humber)
Barrow (ABP - NW Ports)	Associated British Ports Groups (All ABP ports except Humber)
Barry (ABP - S. Wales)	Associated British Ports Groups (All ABP ports except Humber)
Belfast	Belfast Harbour Commissioners
Bideford	Torrige District Council (Bideford)
Birkenhead	Mersey - Peel Ports
Blyth	Blyth Harbour Commission
Boston	Port of Boston Ltd
Bridgwater (Port of Bridgwater)	Sedgemoor District Council
Brightlingsea	Brightlingsea Harbour Commissioners
Bristol: Royal Portbury Dock	First Corporate Shipping Limited (Bristol Port Company)
Brixham	Torbay Council - Tor Bay Harbour Authority
Brodick	Caledonian Maritime Assets Ltd
Bude	Cornwall Council (Municipal Harbours)
Bute	Argyll & Bute Council
Caernarfon	Caernarfon Harbour Trust
Cairnryan	Port of Cairnryan Ltd

Cardiff (ABP - S. Wales)	Associated British Ports Groups (All ABP ports except Humber)
Cardiff Harbour Authority	Cardiff City Council
Castlebay	Caledonian Maritime Assets Ltd
Chatham	Medway - Peel Ports
Chichester	Chichester Harbour Conservancy
Clydeport	Clyde - Peel Ports
Coll	Caledonian Maritime Assets Ltd
Colonsay	Caledonian Maritime Assets Ltd
Conwy Harbour	Conwy County Borough Council
Cowes	Cowes Harbour Commission
Cromarty Firth	Cromarty Firth Port Authority
Dart Harbour	Dart Harbour and Navigation Authority
Dee (River Dee Conservancy)	Environment Agency (River Dee Conservancy)
Dover	Dover Harbour Board
Dundee (Port of Dundee)	Forth Ports Limited
Exeter Port Authority	Exeter County Council
Falmouth	Falmouth Harbour Commissioners
Falmouth Docks & Engineering	Falmouth Docks & Engineering (A&P Group)
Falmouth (Prince of Wales Pier)	Cornwall Council (Municipal Harbours)
Felixstowe	Harwich Haven Authority
Fishguard	Stena Line Ports Ltd
Fleetwood (ABP - NW Ports)	Associated British Ports Groups (All ABP ports except Humber)
Folkestone	Folkestone Harbour Company
Forth Ports	Forth Ports Limited
Fowey	Fowey Harbour Commissioners
Fraserburgh	Fraserburgh Harbour Commissioners
Gairloch	Highland Council Harbours Authority
Garlieston Harbour	DGFirst - Dumfries and Galloway Council
Garston (ABP - NW Ports)	Associated British Ports Groups (All ABP ports except Humber)
Glasgow	Clyde - Peel Ports
Glensanda Harbour	Aggregate Industries UK Ltd (Glensanda Harbour)
Gloucester	Gloucester Harbour Trustees

Goole (ABP)	Associated British Ports Groups (ABP Humber)
Gourock	Caledonian Maritime Assets Ltd
Great Yarmouth	Great Yarmouth Port Authority
Greenock	Clydeport Operations Limited
Grimsby (ABP)	Associated British Ports Groups (ABP Humber)
Guernsey	States of Guernsey Harbour Authority
Hamble	River Hamble Harbour Authority
Hartlepool	PD Ports
Harwich	Harwich Haven Authority
Hayle	Hayle Harbour Authority
Helmsdale	Highland Council Harbours Authority
Heysham	Mersey - Peel Ports
Hinkley Point C	Hinkley Point C Harbour Authority
Holyhead	Stena Line Ports Ltd
Hull (ABP)	Associated British Ports Groups (ABP Humber)
Hunterston	Clyde - Peel Ports
Immingham (ABP)	Associated British Ports Groups (ABP Humber)
Inverness	Inverness Harbour Trust
Ipswich (ABP)	Associated British Ports Groups (All ABP ports except Humber)
Isle of Man	Isle of Man Harbours Division
Isle of Whithorn Harbour	DGFirst - Dumfries and Galloway Council
Jersey	Jersey Harbours
Kennacraig	Caledonian Maritime Assets Ltd
King's Lynn (ABP)	Associated British Ports Groups (All ABP ports except Humber)
King's Lynn Conservancy Board	King's Lynn Conservancy Board
Kinlochbervie	Highland Council Harbours Authority
Kirkcudbright Harbour	DGFirst - Dumfries and Galloway Council
Kyle of Lochalsh	Highland Council Harbours Authority
Lancaster	Lancaster Port Commission
Langstone	Langstone Harbour Board
Largs	Caledonian Maritime Assets Ltd
Larne	Larne Harbour Ltd

Lerwick	Lerwick Port Authority
Littlehampton	Littlehampton Harbour Board
Loch Ryan (Outer)	DGFirst - Dumfries and Galloway Council
Loch Ryan Port (Cairnryan)	Stena Line Ports Ltd
Lochaline	Caledonian Maritime Assets Ltd
Lochboisdale	Caledonian Maritime Assets Ltd
Lochboisdale (Outer)	Lochboisdale Development Ltd
Lochinver	Highland Council Harbours Authority
Lochranza	Caledonian Maritime Assets Ltd
Londonderry	Londonderry Port and Harbour Commissioners
Lough Foyle	Londonderry Port & Harbour Commissioners
Lowestoft (ABP)	Associated British Ports Groups (All ABP ports except Humber)
Lymington	Lymington Harbour Commissioners
Mallaig	Mallaig Harbour Authority
Manchester Ship Canal	Mersey - Peel Ports
Marazion	St Aubyn Estates (Cornwall)
Milford Haven	Milford Haven Port Authority
Mistley	Harwich Haven Authority
Montrose	Montrose Port Authority
Mostyn	Port of Mostyn
Mousehole	Mousehole Harbour Authority
Mowi Kyleakin Pier	Mowi Kyleakin Pier
Neath	Neath Port Authority
Newhaven	Newhaven Port and Properties Ltd
Newlyn	Newlyn Pier & Harbour Commissioners
Newport (ABP - S. Wales)	Associated British Ports Groups (All ABP ports except Humber)
Newquay	Cornwall Council (Municipal Harbours)
Oban	Caledonian Maritime Assets Ltd
Orkney Islands	Orkney Islands Council
Padstow	Padstow Harbour Commissioners
Paignton	Torbay Council - Tor Bay Harbour Authority
Par	Imerys Minerals Ltd (Port of Par)

Pembroke Port	Milford Haven Port Authority
Penrhyn	Cornwall Council (Municipal Harbours)
Penzance	Cornwall Council (Municipal Harbours)
Perth	Perth & Kinross Council
Peterhead	Peterhead Port Authority
Plymouth (ABP)	Associated British Ports Groups (All ABP ports except Humber)
Plymouth (Cattewater)	Cattewater Harbour Commissioners
Poole	Poole Harbour Commissioners
Port Ellen	Caledonian Maritime Assets Ltd
Port of Liverpool	Mersey - Peel Ports
Port of London	Port of London Authority
Port Talbot (ABP - S. Wales)	Associated British Ports Groups (All ABP ports except Humber)
Port William Harbour	DGFirst - Dumfries and Galloway Council
Portland Harbour	Portland Harbour Authority Ltd
Portreath	Cornwall Council (Municipal Harbours)
Portree	Highland Council Harbours Authority
Portscatho	Cornwall Council (Municipal Harbours)
Portsmouth	Portsmouth International Port
Portwrinkle	Cornwall Council (Municipal Harbours)
Ramsgate	Port of Ramsgate - Thanet District Council
Rye Harbour	Environment Agency (Rye Harbour)
Salcombe	Salcombe Harbour
Sark	Sark Harbours and Pilotage Committee
Scrabster	Scrabster Harbour Trust
Seaham	Seaham Harbour Dock Company
Sheerness	Medway - Peel Ports
Shetland Islands	Shetland Islands Council
Shoreham	Shoreham Port Authority
Silloth (ABP - NW Ports)	Associated British Ports Groups (All ABP ports except Humber)
Southampton (ABP)	Associated British Ports Groups (All ABP ports except Humber)
St. Ives	Cornwall Council (Municipal Harbours)
St Mary's Harbour	St Mary's (Isles of Scilly)

St Michael's Mount	St Aubyn Estates (Cornwall)
Stornoway	Stornoway Port Authority
Stranraer (East Pier)	Stena Line Ports Ltd
Stranraer (West Pier)	DGFirst - Dumfries and Galloway Council
Sunderland	Port of Sunderland
Swansea (ABP - S Wales)	Associated British Ports Groups (All ABP ports except Humber)
Tarbert (Isle of Harris)	Caledonian Maritime Assets Ltd
Tees	PD Ports
Teignmouth (ABP)	Associated British Ports Groups (All ABP ports except Humber)
Teignmouth Harbour Commission	Teignmouth Harbour Commission
Tiree (Gott Bay)	Caledonian Maritime Assets Ltd
Tobermory Harbour	Tobermory Harbour Authority
Tor Bay	Torbay Council - Tor Bay Harbour Authority
Torquay	Torbay Council - Tor Bay Harbour Authority
Troon (ABP)	Associated British Ports Groups (All ABP ports except Humber)
Truro	Cornwall Council (Municipal Harbours)
Tyne	Port of Tyne Authority
Uig	Highland Council Harbours Authority
Ullapool	Ullapool Harbour Trustees
Warrenpoint	Warrenpoint Harbour Authority
Wemyss Bay	Caledonian Maritime Assets Ltd
Western Isles / Comhairle nan Eilean Siar (CNES)	Comhairle Nan Eilean Siar (CNES) Ports & Harbours
Weymouth & Portland Borough Council	Weymouth & Portland Borough Council
Whitstable	Canterbury City Council - Whitstable Harbour
Wisbech	Port of Wisbech Authority
Workington	Port of Workington
Yarmouth (Isle of Wight)	Yarmouth Harbour (Isle of Wight)
<u>Irish Authorities</u>	
An Daingean (Dingle)	Fishery Harbour Centres; Department of Agriculture, Food and the Marine
Arklow	Arklow Harbour Commissioners
Bantry Bay	Port of Cork Company
Commissioners of Irish Lights	Commissioners of Irish Lights

Cork (Port of Cork)	Port of Cork Company
Drogheda	Drogheda Port Company
Dublin Port Company	Dublin Port Company
Dun Laoghaire Harbour Company	Dun Laoghaire Harbour Company
Dundalk	Dublin Port Company
Dunmore East	Fishery Harbour Centres: Department of Agriculture, Food and the Marine
Foynes	Shannon Foynes Port Company
Galway Harbour Company	Galway Harbour Company
Howth	Fishery Harbour Centres: Department of Agriculture, Food and the Marine
Killybegs	Fishery Harbour Centres: Department of Agriculture, Food and the Marine
Kinsale	Cork County Council
Limerick	Shannon Foynes Port Company
New Ross	Port of New Ross (Wexford CC)
Ros A'Mhil - (Rossaveel)	Fishery Harbour Centres: Department of Agriculture, Food and the Marine
Rosslare	Iarnrod Eirann - Rosslare Europort
Shannon (River Shannon)	Shannon Foynes Port Company
Waterford	Port of Waterford Company
Wexford Harbour	Wexford Harbour (Wexford CC)
Wicklow	Wicklow County Council
<u>Other port authorities</u>	
Gibraltar	Gibraltar Port Authority
<u>Other data providers</u>	
CAA (PEXA)	Civil Aviation Authority
Crown Estate	The Crown Estate
DEFRA	Department of Environment, Food & Rural Affairs
Land & Property Services	Land & Property Services, Northern Ireland
MCA	Maritime & Coastguard Agency
NLB	Northern Lighthouse Board
SOPAC (South Pacific Communities)	SPC Applied Geoscience and Technology Division
Trinity House	Corporation of Trinity House
Wessex Archaeology	Wessex Archaeology

2. The LICENSOR shall have the right to amend the list of CUSTODIANSHIP ORGANISATIONS in paragraph 1 of Schedule C above as the LICENSOR considers necessary.
3. The LICENSOR shall endeavour to give the LICENSEE 6 months notice of any additions to the list and such additions shall then take effect from the start of the next ACCOUNTING PERIOD after the end of the notice period unless mutually agreed to take effect earlier.
4. The LICENSOR shall endeavour to give the LICENSEE 6 months notice of any deletions from the list and such deletions shall then take immediate effect after the end of the notice period.

Schedule D

RE-USE RIGHTS AND RESTRICTIONS OF END-USERS

1. Responsibilities of the LICENSEE

- 1.1. If the LICENSEE grants END-USERS the rights to re-use the LICENSEE'S MATERIAL shown in this Schedule then the LICENSEE shall procure that END-USERS agree to any restrictions that apply to them within this Schedule.
- 1.2. The LICENSEE shall use its reasonable endeavours to ensure END USERS comply with those restrictions.
- 1.3. The LICENSEE shall inform the LICENSOR of any failures by END USERS to comply with those restrictions or breaches of its END-USER licence agreements that come to its attention as soon as possible.

2. END-USER rights to use and re-use the LICENSEE'S MATERIAL

- 2.1. The LICENSEE may grant its END-USERS the following rights to re-use the LICENSEE'S MATERIAL in a computer mapping system where facilities may include plotting, processing, manipulating and transmission of data for their internal business use, for statutory purposes, to share with other licensed END-USERS of the LICENSEE'S MATERIAL or to make a security copy subject to the restrictions shown in paragraph 3 below of this Schedule.
 - 2.1.1. Internal business use
 - 2.1.1.1. Internal business use is defined as the use of the LICENSEE'S MATERIAL in the ordinary day-to-day activities involved in the internal administration and running of the END-USER's organisation.
 - 2.1.1.2. Such use of the LICENSEE'S MATERIAL is only permitted in the following circumstances:
 - 2.1.1.2.1. solely and explicitly for the administration and operation of the END-USER's organisation (which excludes its supply to any third party unless expressly permitted in this Schedule);

- 2.1.1.2.2. in reports and submissions to third parties (where such activities relate to the internal business or administration of the END-USER's organisation and the END-USER shall advise them that such reproductions of LICENSEE'S MATERIAL shall not be used for any other purpose), provided such reports and submissions do not carry advertising in respect of third parties. Such use shall include electronic transmission of a graphic image if such images are in raster format produced solely for the purposes of allowing such third parties to view and print one copy;
- 2.1.1.2.3. by the END-USER's contractors undertaking any activity for the END-USER which the END-USER is permitted to undertake itself under this Schedule but solely and explicitly to provide the LICENSEE'S MATERIAL for the purpose of enabling the contractor to provide goods and services to the END-USER or to tender for the provision of such goods and services. The END-USER shall require the contractor to destroy all copies of the LICENSEE'S MATERIAL when the contract is complete, including those held in paper or electronic format. The END-USER may permit the contractor to retain a single archive copy which is relevant and necessary to document the goods or services delivered to the END-USER;
- 2.1.1.2.4. within any professional services provided by the END-USER to its clients, provided that:
 - 2.1.1.2.4.1. the provision of copies of the LICENSEE'S MATERIAL is not a service in itself and does not form a significant part of any service offered by the END-USER;
 - 2.1.1.2.4.2. copies of the LICENSEE'S MATERIAL are only provided in paper form or by electronic transmission of a graphic image if such images are in raster format produced solely for the purposes of allowing the recipient to view and print one copy;
 - 2.1.1.2.4.3. the use to which such clients shall put the copies of the LICENSEE'S MATERIAL shall be personal (in the case of a consumer client) or for the administration and operation of its business (in the case of a business client).

- 2.1.2. Statutory use
 - 2.1.2.1. The END-USER is permitted to use the LICENSEE'S MATERIAL to meet a statutory obligation.
 - 2.1.2.2. A statutory obligation means any express written obligation imposed by an enactment upon the END-USER which requires the use of the LICENSEE'S MATERIAL to meet that obligation. This excludes a general obligation which does not specifically refer to a product or service which is to be delivered by the END-USER.
 - 2.1.2.3. Enactment means a statute or act of the Parliament of Great Britain and Northern Ireland or of the Scottish Parliament or of the National Assembly of Wales or a statutory instrument or other delegated legislation, including without limitation any such enactment made after the date of this Agreement.
 - 2.1.2.4. The END-USER must only use the LICENSEE'S MATERIAL as necessary to meet the specific need for which it is required by the statutory obligation.
 - 2.1.2.5. The END-USER may not publish electronically in a manner which allows vector data derived from the LICENSEE'S MATERIAL to be extracted from the published materials. For the avoidance of doubt, this means in whole, part or derived vector data.
- 2.1.3. Sharing with other licensed END-USERS of the LICENSEE'S MATERIAL
 - 2.1.3.1. The END-USER may provide copies of the LICENSEE'S MATERIAL to any other customer of the LICENSEE which is party to a current agreement with the LICENSEE on specific terms to use the LICENSEE'S MATERIAL, provided that:
 - 2.1.3.1.1. it shall advise such customers that any such LICENSEE'S MATERIAL shall only be used under the terms of such customer's agreement with the LICENSEE;
 - 2.1.3.1.2. within 30 days of the end of each quarter, it shall advise the LICENSEE of the names and addresses of each such customer to which it has supplied the LICENSEE'S MATERIAL. For these purposes, a quarter shall be a period of three months commencing on the first day of January, April, July or October in each year; and
 - 2.1.3.1.3. it shall include with the media embodying such LICENSEE'S MATERIAL a notice in terms approved by the LICENSEE stating that the media contains data which is the property of the LICENSEE and its licensors and that any unlawful use or copying other than for purposes within their agreement with the LICENSEE is prohibited.

- 2.1.4. Security copy
 - 2.1.4.1. END-USERS may produce a security copy of the LICENSEE'S MATERIAL appropriate for safeguarding the data in the END-USER's system.

3. END-USER restrictions

- 3.1. The following restrictions must be applied to any licensed END-USER.
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 - 3.1.2. Where the LICENSEE'S MATERIAL is available, in part or whole, on an internal network or on a remotely accessible server operated by an electronic hosting service, the END-USER must either take steps itself or enter into a written agreement in relation to the facilities provided by the electronic hosting service to provide the appropriate industry standard safeguards restricting third party access to any data of the END-USER's which include or incorporate any copies of the LICENSEE'S MATERIAL.
 - 3.1.3. For the avoidance of doubt, the LICENSOR's permission for the supply of copies of the LICENSEE'S MATERIAL to third parties specified in paragraph 2.1.1.2.3 of Schedule D is given on the basis that the LICENSEE shall procure that the END-USER remains responsible and primarily liable to the LICENSOR for any acts and omissions of such contractors.
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 - 3.1.4.2. save in the case of contractors providing goods or services pursuant to paragraph 2.1.1.2.3 of Schedule D or providers of professional services pursuant to paragraph 2.1.1.2.4 of Schedule D, for any financial gain or commercial purposes of the END-USER, where the copies of the LICENSEE'S MATERIAL are used on their own or in combination with any other products or services of the END-USER or which convey any financial gain for the benefit of any other person other than the END-USER or its employees.
 - 3.1.5. Commercial purposes means any purposes which seek to exploit copies of the LICENSEE'S MATERIAL for financial gain or any purpose which is or is likely to place the use of such copies in competition with a third party who is seeking to exploit data licensed by the LICENSOR for financial gain or for any other purpose.
 - 3.1.6. Financial gain is where the END-USER or any third party used by, or connected to, the END-USER receives any revenue from the publication or dissemination including direct or indirect revenue or benefit from advertising.

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