

MARINE AND COASTAL DATA

STANDARD TERMS AND CONDITIONS
OF LICENSE

1. INTRODUCTION

By accessing the Data Products and/or Data Services defined in Clause 2 you agree to abide by the Terms and Conditions of license contained herein. No rights to data are granted whatsoever unless explicitly stated in this Licence.

2. DEFINITIONS

DATA PRODUCT – means one or more of the Datasets defined below and held by you, the Licensee, on your systems or on a system over which you have control.

DATA SERVICE – means one or more of the Datasets defined below and accessed by you, the Licensee, from a system hosted or managed by OceanWise or an appointed Distributor.

DATASET – means the following data supplied or hosted by OceanWise or an appointed Distributor:

- (i) RASTER CHARTS – nautical chart images produced by national Hydrographic Offices and herein licensed.
- (ii) MARINE THEMES – data re-engineered from data produced by national Hydrographic Offices or other authorities and herein licensed.
- (iii) MARINE DIGITAL ELEVATION MODEL – data produced by OceanWise from data received from national Hydrographic Offices or other authorities and herein licensed.

LICENSOR – OceanWise Limited (Registered Number 07206926: 14 South Way, Newhaven, Sussex, BN9 9LL) who has been licensed to market the intellectual property rights of national Hydrographic Offices and other authorities under the terms herein.

DISTRIBUTOR – an organisation appointed by OceanWise to grant a License to the Datasets to the Licensee on the Licensor's behalf.

LICENSEE – person or organisation granted access to the Data Products and/or Services under the License having been accepted as a Licensee by the Licensor and paid the Price due in consideration for such a License.

END USERS – individuals including employees of the Licensee and third parties working as a legally bound contractor to the Licensee able to access the Data Products and/or Services in whole or in part. End Users may be defined as:

- (i) LOCAL USERS – individuals able to access the data from a PC or server on which a copy of the data is held locally and is transferred to the End User PC's RAM.
- (ii) REMOTE USERS – individuals able to access the data from a remote computer on which a copy of the data is held. None of the data is transferred to the End Users PC's RAM. For Local and Remote Users reproduction of the data in accordance with the terms and

conditions contained herein is permitted, and the number of users must not exceed the number of users licensed.

- (iii) WEB USERS – individuals able to access the data from a remote computer on which a copy of the data is held. Only an image derived from the data is transferred to the Web User's device. The number of users accessing the data is unlimited, as the Price paid by the Licensee is dependent on the total number of page impressions over the Period of license.

PERIOD – the length of time the End User may use the Data. Unless otherwise specified the Period shall be for ONE YEAR from the date of invoice, after which a new License is required.

PRICE – The price paid by the Licensee to access the Data herein licensed.

3. LICENSE

Upon payment in full of the Price, the Licensor grants the Licensee, a non-exclusive, non-transferable License to use the Data Products and/or Services for the Period under license for internal business use.

For the avoidance of doubt, except as detailed above, this License does NOT permit:

- The sale or supply of the Datasets to any third party other than licensed End Users
- Derivation of information from the Datasets for the purpose of sale, other commercial gain or use by any third party of this information
- Datasets to be placed on any publicly accessible computer via the Internet or otherwise, other than as digital images. The download of images is permitted provided they are not geocoded and the copyright statements as described in Clause 4 below appear on all reproductions
- The Licensee to make any representations concerning the Datasets.

No variation to License shall be binding unless agreed in writing between the Licensor and the Licensee.

4. COPYRIGHT

The Licensee acknowledges that copyright subsists in the Datasets and that all property and other rights in the Datasets and all trademarks and logos used on or in relation to the Datasets shall remain with the copyright owner.

The display of logos and trademarks without the express permission of the Licensor is prohibited. For the avoidance of doubt, the use of the UK Hydrographic Office crest and the word 'Admiralty' on any reproduction of the Dataset(s) whatsoever is prohibited.

The following must be clearly visible on any reproduction of the Datasets digital and printed:

© British Crown and OceanWise, YYYY. All rights reserved. License No. XXXXXX. Not to be used for Navigation.

where YYYY is the year the data was supplied and XXXXXX is the unique number provided by the Licensor or Licensor's Distributor.

Reference to the copyright statements contained

within the 'Data Products User Guide' must be made accessible to End Users where applicable.

5. ORDER AND SPECIFICATION

No order which has been accepted by the Licensor may be cancelled by the Licensee except with the agreement in writing of the Licensor and on terms that the Licensee shall indemnify the Licensor in full against all losses including loss of profit, all labour and materials used, damages, charges and other expenses incurred by the Licensor as a result of such cancellation.

6. PRICE AND PAYMENT

The Price of the Data Products and/or Services shall be Licensors' or Distributor's written quoted price as varied from time to time. The Price is exclusive of any applicable Value Added Tax, which the Licensee shall be additionally liable to pay. The Licensee shall pay in full on order or shall pay within 30 days of the date of invoice. The time of payment shall be of the essence of the Contract. All payments shall be made in full without deduction in respect of any set-off or counterclaim. If the Licensee fails to make any payment on the due date then without prejudice to any other right or remedy available, the Licensor or Distributor shall be entitled to: cancel the Contract or suspend any deliveries to the Licensee; appropriate any payment made by the Licensee to the Datasets; and charge the Licensee interest (both before and after any judgment) on the amount unpaid, at the rate of 4 per cent per annum over the base rate for the time being of Barclays Bank PLC.

License to the Datasets is deemed NOT to commence until payment has been made of the Price in full.

7. WARRANTIES AND LIABILITY

The Licensor warrants that the Data will correspond with its specification at the time of delivery. The warranty does not extend to any defect resulting from use of the Datasets with materials or equipment not supplied by the Licensor.

The above warranty is given by the Licensor subject to the following conditions:

- The Licensor shall be under no liability in respect of any defect in the Datasets arising from any drawing, design or specification supplied by the Licensee or in respect of any defect arising from failure to follow the Licensor's guidance, misuse or alteration of the Datasets without the Licensor's approval
- The Licensor shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the Price has not been paid in full and, except in respect of death or personal injury caused by Licensor's negligence, the Licensor shall not be liable to the Licensee for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses, or other claim for consequential compensation whatsoever which arises out of or in connection with the supply of the Datasets, except as expressly provided in the terms and conditions.
- Except in respect of injury to or death of any person the Licensors aggregate liability for breach

of contract, negligence or other default shall not exceed the value of the contract i.e. the Price.

- Except as expressed here all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

8. FORCE MAJEURE

The Licensor shall not be liable to the Licensee or be deemed to be in breach of contract by reason of any delay in performing, or any failure to perform, any of the Licensor's obligations in relation to the Datasets, if the delay or failure was due to any cause beyond Licensor's or Distributor's reasonable control.

9. INTELLECTUAL PROPERTY

The Licensor warrants that the Licensor is permitted to grant a licence pertaining to all copyright and other intellectual property rights in the Datasets and that the Licensor has not knowingly infringed any intellectual property rights of any third party. The Licensor accepts no liability whatsoever for the use of the Datasets by the Licensee unless this is explicitly permitted under the terms and conditions of this License.

10. INDEMNITY

The Licensee shall indemnify and keep the Licensor indemnified against all costs, expenses, damages and demands incurred by the Licensor in respect of any alleged infringement of the patents, trademarks, copyright, design or other industrial property rights used by the Licensor at the request of the Licensee.

11. TERMINATION

The Licensor shall be entitled to terminate the license immediately on giving written notice to the Licensee if the Licensee commits any material breach of any term of this contract. Forthwith upon termination the Licensee shall return to the Licensor all copies of the Datasets or, if requested by the Licensor, shall destroy such copies in a manner appropriate.

12. GENERAL

The Licensee shall not be entitled to assign, sub-license or otherwise transfer to any third party the benefit of this license. No delay in enforcing the provisions of this contract shall prejudice or restrict the rights of that party nor shall any waiver of its rights operate as a waiver of any subsequent breach. This contract sets out the entire license agreement and understanding between the parties in respect of its subject matter. To the extent that any provision of these terms and conditions is found, by any court or competent authority, to be invalid, unlawful or unenforceable; that provision shall be deemed not to be a part of these conditions, it shall not affect the enforceability of the remainder of these conditions.

13. GOVERNING LAW AND JURISDICTION

These conditions shall be governed by and construed in accordance with English law.