

## MARINE MAPPING DATA LICENCE AGREEMENT

1. This document describes the standard Terms and Conditions that apply to the use of OceanWise’s Marine Mapping Data Products that are provided as a Dataset and/or Data Service. Additional Terms and Conditions that apply to OceanWise’s Online Services – which includes Data Services – are presented in R26.2 Online Services Terms and Conditions available [here](#).
2. By accessing the DATA PRODUCTS defined below you, the LICENSEE, agrees to abide by the Terms and Conditions of License contained herein. No rights to the DATA PRODUCTS whatsoever are granted unless explicitly stated in this Licence.
3. These Terms and Conditions were last updated on 15 Jan 2021. Significant changes are as follows:

Revision Date	Changes Made at Revision
2017-11-29	Additional clauses relating to Data Services
2021-01-15	Updated status as controlled document R26.1
2024-03-14	Changed Licence number reference information

### Definitions

4. DATA PRODUCT – means one or more of the following provided to you in the form of a DATASET or DATA SERVICE:
  - a. RASTER CHARTS – nautical chart images produced by Hydrographic Offices.
  - b. RASTER CHARTS XL – nautical chart images produced by Hydrographic Offices from which the LICENSOR has removed the land portion.
  - c. ENCS – official Electronic Navigational Chart data produced by Hydrographic Offices.
  - d. MARINE THEMES – marine mapping vector data produced by the LICENSOR from re-engineered nautical chart and other data provided by Hydrographic Offices or other authorities.
  - e. MARINE THEMES DEM – marine mapping Digital Elevation Model produced by the LICENSOR from hydrographic survey data received from Hydrographic Offices and other authorities.
5. DATA SERVICE – means one or more of the DATA PRODUCTS accessed by the LICENSEE from a system hosted and/or managed by the LICENSOR.
6. DATASET – means one or more of the DATA PRODUCTS held by you, the LICENSEE, on your systems or on a system over which you have control.
7. LICENSEE – means an organisation granted access to the DATA PRODUCTS having been accepted as a LICENSEE by the LICENSOR and paid the PRICE due in consideration for such access.
8. LICENSOR – means OceanWise Ltd (No. 07206926 registered at 2 Upperton Gardens, Eastbourne, BN21 2AH, UK) who has been licensed to market the intellectual property rights of Hydrographic Offices and other authorities under the Terms and Conditions of License contained herein.
9. LICENSED PARTNER – means an organisation appointed by the LICENSOR to grant a License to the DATA PRODUCTS on behalf of the LICENSOR.

10. END USER – means a person employed by the LICENSEE or by a contractor legally bound by the LICENSEE able to access the DATA PRODUCTS in whole or in part. An END USER may be defined as:
  - a. LOCAL USER – a person able to access the DATA PRODUCTS from a Personal Computer or similar device whereby a copy of the data is transferred to the END USER’s device.
  - b. REMOTE USER – a person able to access the DATA PRODUCTS from a Personal Computer or similar device. The data is held on the device temporarily.
11. For LOCAL and REMOTE USERS reproduction of the DATA PRODUCTS in accordance with the Terms and Conditions contained herein is permitted. The total number of each type of user able to access the data must not exceed the number of each type of user licensed.
12. WEB USER – a person able to access the DATA PRODUCTS from a Personal Computer or similar device. Only an image derived from the data is transferred to the WEB USER’S device.
13. For WEB USERS reproduction of the data is not permitted. The number of users able to access the data is unlimited as the PRICE paid by the LICENSEE is dependent on the total number of page impressions over the PERIOD.
14. PERIOD – the length of time the END USER may access the DATA PRODUCTS. Unless otherwise specified the PERIOD is ONE YEAR from the date of invoice after which a new License is required.
15. PRICE – the monetary value paid by the LICENSEE to access the DATA PRODUCTS excluding any taxes.

### **License**

16. Upon payment in full of the PRICE, the LICENSOR grants the LICENSEE a non-exclusive, non-transferable License to use the DATA PRODUCTS during the PERIOD for internal business use.
17. For the avoidance of doubt, except as detailed above, this License does NOT permit:
18. The sale or supply of the DATA PRODUCTS to a third party other than licensed END USERS
19. Derivation of information from the DATA PRODUCTS for the purpose of sale, other commercial gain or use by any other party.
20. DATA PRODUCTS 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 herein appear on all reproductions.
21. The LICENSEE to make any representations concerning the DATA PRODUCTS.
22. No variation to License shall be binding unless agreed in writing between the LICENSOR and the LICENSEE.

### **Copyright**

23. The LICENSEE acknowledges that copyright subsists in the DATA PRODUCTS and that all property and other rights in the DATA PRODUCTS and all trademarks and logos used on or in relation to the DATA PRODUCTS shall remain with the copyright owner.
24. The display of logos and trademarks without the express permission of the LICENSOR is prohibited. For the avoidance of doubt, the use of the
25. UK Hydrographic Office crest and the word ‘Admiralty’ on any reproduction of the DATA PRODUCTS is prohibited.

26. The following must be clearly visible on any reproduction of the DATA PRODUCTS 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 reproduced and XXXXXX is the unique number provided by the LICENSOR or the LICENSED PARTNER on behalf of the LICENSOR.

27. Reference to the copyright statements contained within the LICENSOR'S latest 'Marine and Coastal Data Products User Guide' must be made accessible to END USERS.

### **Order and Specification**

28. 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.

### **Price and Payment**

29. The PRICE of the DATA PRODUCTS shall be LICENSOR'S or LICENSED PARTNER'S written quoted price as varied from time to time. The PRICE is exclusive of any taxes, for which the LICENSEE is liable. 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 counter claim. 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 LICENSED PARTNER shall be entitled to:
- Cancel the contract and suspend any deliveries or services to the LICENSEE;
  - Appropriate any payment made by the LICENSEE; 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.

### **Warranties and Liability**

30. The LICENSOR warrants that the DATA PRODUCTS will correspond with the specification described in the LICENSOR'S Marine and Coastal Data User Guide current at the time of delivery. The warranty does not extend to any defect resulting from use of the DATA PRODUCTS with materials or equipment not supplied by the LICENSOR.
31. The above warranty is given by the LICENSOR subject to the following conditions:
32. The LICENSOR shall be under no liability in respect of any defect in the DATA PRODUCTS 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 DATA PRODUCTS without the LICENSOR'S approval
33. 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 DATA PRODUCTS, except as expressly provided in these Terms and Conditions.

34. Except in respect of injury to or death of any person the LICENSOR'S aggregate liability for breach of contract, negligence or other default shall not exceed the value of the contract i.e. the PRICE.
35. 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.

### **Force Majeure**

36. 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 DATA PRODUCTS, if the delay or failure was due to any cause beyond LICENSOR'S or LICENSED PARTNER'S reasonable control.

### **Intellectual Property**

37. The LICENSOR warrants that the LICENSOR is permitted to grant a licence pertaining to all copyright and other intellectual property rights in the DATA PRODUCTS 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 DATA PRODUCTS by the LICENSEE unless this is explicitly permitted under the terms and conditions of this License.

### **Indemnity**

38. 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.

### **Termination**

39. 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 this contract. Upon termination the LICENSEE shall return to the LICENSOR all copies of the DATA PRODUCTS or, if requested by the LICENSOR, shall destroy such copies.

### **General**

40. 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.

### **Governing Law and Jurisdiction**

41. These conditions shall be governed by and construed in accordance with the laws of England and Wales.

### **Special Conditions for Data Services**

42. Access details must be kept securely and not shared. The LICENSEE must inform the LICENSOR of instances where the DATA SERVICES are used in a publicly available application. The LICENSOR will provide to the LICENSEE a separate endpoint for each application which must be used by the LICENSEE to help protect the DATA SERVICES from unauthorised use.

43. The LICENSOR has the right to monitor usage and to suspend access to the DATA SERVICES at any time should unusual activity or misuse be detected. The LICENSOR will notify the LICENSEE with revised access details as soon as reasonably possible. The revised access details will need to be applied to the application to restart using the DATA SERVICES. Note the LICENSEE is liable for any charges as a result of page impressions exceeding the permitted threshold.

[END OF AGREEMENT]