

OS API Framework Agreement

Background:

This Agreement sets out the terms on which Ordnance Survey Limited (company registration number 09121572) (**we, us, our, OS**) makes API Services available to its customers, including you, the person or entity entering into this Agreement either as an End User or a Reseller (**you and your**). You and we are each a **party** and together the **parties**.

Summary of key terms:

To help you understand this Agreement, we'd like to explain some of its terms. This is only a summary, it's not a substitute for our full Agreement. When you've read the full Agreement, please let us know if there's anything you're not sure of or that you'd like us to clarify before going any further.

• **Our Agreement and Product Plans**

Our full Agreement covers the permitted use of our family of API services and Product Plans that you can subscribe for through our management portal as follows:

- Premium Plans let you use and supply our API services without any additional licensing.
- Reseller Plans let you supply API services to your customers as part of your products and/or services as long as you're party to an appropriate Partner Contract under the Framework Contract (Partners). Reseller Plans do not have any Transaction Limits and operate on a quarterly basis with fees payable in arrears.
- Reseller Trial Plans require you to be party to the Distribution Contract and allow you to make API services available to your customers for free, subject to time-bound Transaction Limits.
- OS Customer Plans let you use our API services as long as you're party to either an appropriate Data Contract under the Framework Contract (Direct Customers) or a members' licence under the Public Sector Mapping Agreement or the One Scotland Mapping Agreement. We can help you put these agreements into place subject to eligibility.
- Trial Plans let you trial API services within your business for free and Data Exploration Plans let you develop products and/or services using our APIs for free. Both Trial Plans and Data Exploration Plans are subject to time-bound Transaction Limits.
- Premium Plans and OS Customer Plans are all subject to paid for Transaction Limits that operate on an annual basis. Any exceptions to this will be highlighted in the applicable API Appendix.
- Free API Plans allow you to use certain API services on a free of charge basis, subject to Transaction Limits and applicable licensed use terms.

The Agreement sets out the general terms and conditions of use and describes:

- the scope of your licence ([Clause 4](#));
- your obligations ([Clause 5](#));
- paying us ([Clause 6](#));
- our service levels ([Clause 7](#));
- access to the API services, termination or expiry of the Agreement and cancellation of Product Plans ([Clause 9](#)); and
- the warranties given by, and the liability of, both parties ([Clause 10](#)).

The specific terms for each API service are set out in separate Appendices (Appendices 1, 2, 3 and 4). These include: definitions of a Transaction (which determines the relevant Transaction Limits); and details of each of its Product Plans – what licensed uses are available, what data they include, their licensing periods and any applicable third party or product specific terms you need to be aware of.

- **Paying for our APIs**

Product Plans consists of Premium Plans, OS Customer Plans, Reseller Plans, Free API Data Plans, Data Exploration Plans, Trial Plans and Reseller Trial Plans. The licensing period for a Product Plans is typically 1 year; however, there are exceptions for certain API Services which have a shorter licensing period and are subject to a maximum number of transactions over a certain period of time.

If you're using a Reseller Plan, Reseller Trial Plan or an OS Customer Plan, you'll have to enter into an appropriate licence with us for the API Data required and pay us the appropriate licence fees or royalties under those licences in addition to fees under this Agreement.

Agreed Terms:

1 Definitions & interpretations

1.1 Schedule 1 provides for the definition and interpretation of words used in this Agreement.

2 Preconditions

2.1 You must register for your account via the Management Portal. Following your registration, we will contact to you to arrange account facilities. Once we have arranged your account facilities, you will be able to access the Management Portal to specify, subject to Clause 2.2, which API Service(s) and Product Plan(s) you need (in addition to any other options we may make available to you from time to time). By using an API Service, you shall be deemed to have accepted the terms of this Agreement.

2.2 You may only access those API Services and Product Plans that are available to you via the Management Portal. The fact that an API Service or a Product Plan is described in this Agreement does not mean that it will be available for you to access via the Management Portal.

2.3 With respect to any API Service, in any conflict or inconsistency between the Appendix applicable to such API Service and the rest of this Agreement, the Appendix will take precedence. In any conflict or inconsistency between this Agreement and the OS Licence, the OS Licence will take precedence.

2.4 Regulations 9 and 11 of the *Electronic Commerce (EC Directive) Regulations 2002*, relating to contracts made online, shall not apply to this Agreement.

3 Term of this Agreement and access to Product Plans

3.1 Subject to Clause 2.1, this Agreement will commence when you have accepted or are deemed to have accepted its terms and shall remain in force until its termination or expiry.

3.2 You may only access and use a Product Plan during each of its Licensing Periods.

3.3 Unless otherwise specified in an Appendix, you may only have 1 Product Plan per Licensed Use per API Service in force at any time. If, under an API Service, you hold a Product Plan and you purchase a new Product Plan for the same Licensed Use then, with immediate effect, your existing Product Plan and any unused Transactions under it shall be cancelled without refund.

3.4 Where you have paid in advance for any Transaction as part of a Product Plan, any unused Transactions at the end of any Licencing Period shall be cancelled without refund with immediate effect.

4 Grant of licence

4.1 Subject to the terms of this Agreement, we grant to you a non-exclusive, non-sub-licensable, non-transferrable, revocable licence:

4.1.1 as an End User, to access and use API Services via Product Plans within your organisation for your Licensed Use as specified in the relevant Appendix; and/or

4.1.2 as a Reseller, to access and use API Services as part of Product Plans to create products and/or services for supply to End Users for their Licensed Use as specified in the relevant Appendix,

in all cases subject to any applicable Transaction Limit

4.2 Except to the extent you are permitted to under Clause 4.1, you may not (and you shall ensure that each End User may not):

4.2.1 pass or allow access to any API Service or any API Data to any third party; or

4.2.2 access all or any part of any API Service to build a product and/or service which competes with any API Service (or any part of it); or

4.2.3 commercially exploit, sell, license or distribute any API Service or any products and/or services incorporating the results retrieved using an API Service.

4.3 We (or, where applicable, our licensors including the Crown) own the IPR in all API Services and any and all API Data. All rights not expressly granted are reserved to us and our licensors (including the Crown).

4.4 Rights under this Agreement are granted to you only and not to any of your subsidiary or holding companies.

4.5 For the avoidance of doubt, and save as otherwise agreed, any data created by you or an End User which has benefitted from, relied on or made any use of any API Service or any API Data (including, without limitation, where you have or an End User has created data by modifying, re-formatting, analysing or performing searches, look ups and/or enquiries using an API Service or any API Data) shall be subject to the applicable Licensed Use.

4.6 The use of all other results and/or API Services shall terminate on expiry of the applicable Licensing Period.

5 Your Obligations

5.1 General

5.1.1 If you wish to make API Data available to any End User under an OS Customer Plan, a Reseller Plan or a Reseller Trial Plan, you must enter into the applicable OS Licence before doing so. The terms of any applicable OS Licence are hereby incorporated and take precedence over the terms of this Agreement in respect of any applicable API Data.

5.1.2 Automatic renewal for Product Plans when you have reached its Transaction Limit is not available. Once you have reached the Transaction Limit of any Product Plan the API Service concerned shall cease with immediate effect. If you wish to continue to use the API Service, it is your responsibility to renew such Product Plan via the Management Portal before your Transaction Limit is reached.

5.1.3 If you are party to the Framework Contract (Partners) you must notify your account manager of the following information by the 15th day of the first month after the end of each Quarter:

- a) the number of Transactions used during such Quarter under the following Product Plans:
 - i) any Data Exploration Plan with a Data Exploration Period of 12 months under the OS Places API; or
 - ii) any Data Exploration Plan under the OS Maps API; and
- b) in respect of any Reseller Trial Plans, the identity of each of your End Users and the number of Transactions used by each such End User during such Quarter.

5.1.4 By entering into a Reseller Plan, you shall automatically be entitled to use Data Exploration Plans and/or offer Reseller Trial Plans to End Users and, for the avoidance of doubt, you are not required to register for Data Exploration Plans or Reseller Trial Plans.

5.2 Security, compliance with laws, etc.

5.2.1 Unless caused by us breaching this Agreement, you are liable for any breach of this Agreement and any applicable OS Licence by End Users and are responsible for anything done by you or such End Users in relation to any API Service. We are not responsible for any unauthorised access to or use of your account. If you become aware that an End User is in breach of any obligation under this Agreement, you will immediately notify us and terminate its access to the API Services.

5.2.2 You will use technological and security measures to ensure that all access and use of any API Service by any End User is secure from unauthorised use or access and shall ensure that each such End User has a strong and secure password to the Management Portal which is kept confidential.

5.2.3 You shall, and shall (where applicable) ensure that all End Users within your organisation shall:

- a) comply with all laws, rules and regulations applicable to your use of any API Service, including those specified in the Documentation and in this Agreement;
- b) not access, store, distribute or transmit any viruses or any material during the course of your use of an API Service that is unlawful or detrimental to our reputation;
- c) not allow any API Service or API Data to be used for anything that, in our reasonable opinion, may be illegal, deceptive, misleading, unethical or otherwise inappropriate;
- d) not use any API Service in any way that threatens its integrity, performance or reliability (including by conducting performance or stress tests on any API Service) or in any manner that works around any of its technical limitations;
- e) provide us with all necessary co-operation in relation to this Agreement and all necessary access to information relating to this Agreement and your use of the API Services as we may reasonably require;
- f) ensure that your network and systems comply with any relevant specifications provided by us from time to time, including promptly complying with any reasonable requests from us in connection with the same; and
- g) be solely responsible for procuring and maintaining your network connections and telecommunications links from your systems to our data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to your network connections or telecommunications links or caused by the internet,

and we may, without liability to you, disable your access to any API Service if you or End Users (as applicable) breach any provision of this Clause 5.2.3.

5.2.4 You may not (nor permit others to) register for multiple accounts solely to benefit from multiple free Product Plans.

5.3 **Additional conditions of use and third party terms**

5.3.1 You and each End User shall comply with any relevant additional conditions of use set out in the applicable Appendix.

5.3.2 You and each End User shall be subject to any third party terms set out in the applicable Appendix. Where there is any conflict between such third party terms and the other terms of this Agreement, the third party terms shall take precedence.

5.4 **Intellectual property rights**

5.4.1 Subject to the terms of any applicable OS Licence, you and your End Users, when making any API Data available to third parties, must acknowledge copyright and database right ownership in a conspicuous position in all copies of API Data (including any products and/or services) in compliance with the OS style guide which is available via the following link
<http://www.ordnancesurvey.co.uk/docs/support/ordnance-survey-style-guide-for-third-parties.pdf>.

5.4.2 You will:

- a) notify us as soon as you become aware of, or suspect, any infringement of our IPR and give us all reasonable assistance in pursuing or dealing with any such infringement;
- b) not (and you will ensure that your End Users will not) tamper with or remove any of our (or any of our licensors') copyright, trade marks, trade mark symbols or other proprietary notices contained in the API Data, any API Service, the Management Portal or the Documentation; and

- c) not use or apply for registration of any trade mark in respect of our trade names or registered or unregistered trade marks or any part of them, nor use or apply to register any trade mark similar to or likely to be confused with any of them, nor register any domain name which is similar to or likely to be confused with any of our trade names or registered or unregistered trade marks or domain names.

6 Fees

6.1 Fees for Pricing Plans (where payable) will be invoiced by us:

6.1.1 within 45 days following the start of each of its Licensing Periods (other than in respect of Reseller Plans); or

6.1.2 in respect of Reseller Plans, following the end of each applicable Quarter.

You shall pay such Fees within 30 days of the invoice date. If you are using a Reseller Plan or an OS Customer Plan, in addition to any Fees payable under this Agreement, you must pay data royalties or fees under and in accordance with the applicable OS Licence.

6.2 We may increase the Fees payable for any Product Plan by notice via the Management Portal. Fee increases in respect of any Product Plan shall apply on expiry of its then current Licensing Period or, if earlier and applicable, the date its Transaction Limit is reached.

6.3 Except where we specify otherwise, all sums shall exclude VAT and any other applicable taxes, which you shall pay in addition at the rate prevailing at the date of the invoice. You shall pay all amounts in pounds sterling without deduction or set off.

7 Service Levels and Maintenance

7.1 We shall endeavour to:

7.1.1 achieve a Monthly Uptime Percentage of at least 99.9% in each calendar month; and

7.1.2 provide Product Plans substantially in accordance with the applicable Documentation.

7.2 We shall provide technical support during Business Hours via our Customer Service Centre.

8 Passwords

8.1 We may audit your Usage Data to verify the name and password of each End User. Such audits shall:

8.1.1 not take place more than once per quarter;

8.1.2 be at our expense; and

8.1.3 be performed with reasonable prior notice,

and we shall endeavour not to substantially interfere with the normal conduct of your or any End User's business.

8.2 If the audit referred to above reveals that access or use of the API Service has been granted to an End User that is not permitted by us under this Agreement then, without prejudice to our other rights, you shall promptly disable such access and use and we shall not issue any new passwords to any such End User.

9 Suspension, termination, expiry and cancellation

9.1 We may immediately suspend your access to or use of any API Service (in whole or in part) if we suspect that you (or your End Users) are in breach of this Agreement or if you (or your End Users) have reached any Transaction Limit available under any applicable Product Plan.

9.2 Either party may terminate this Agreement:

9.2.1 by giving not less than 90 days' written notice; or

9.2.2 with immediate effect by written notice if the other party:

- a) is in material breach of any term and such breach is either incapable of being remedied or is not remedied within 30 days of a written request to do so;

- b) is in persistent breach; or
- c) ceases to carry on business (and, in our case, has not previously transferred and does not transfer this Agreement in accordance with Clause 14.2).

- 9.3 This Agreement shall expire automatically without notice if there has been no active Product Plans for a period of 24 consecutive months.
- 9.4 Any Data Exploration Plan shall expire automatically without notice if no Transactions have been made under it for a period of 90 consecutive days.
- 9.5 You may cancel any Product Plan at any time via the Management Portal. Upon doing so, and with immediate effect, your access to such Product Plan will cease and any unused Transactions thereunder shall be cancelled.
- 9.6 We may immediately cancel your access to any OS Customer Plan or Reseller Plan if any applicable OS Licence expires or terminates.
- 9.7 Termination or expiry of this Agreement will not affect either party's accrued rights and remedies.
- 9.8 Except to the extent you are otherwise permitted by any applicable OS Licence, from the date of termination or expiry of this Agreement for any reason or, where applicable, cancellation of a Product Plan you will (and you will ensure that all End Users will):
- 9.8.1 immediately cease access to or use of all affected Product Plans, API Services and/or API Data; and
 - 9.8.2 except to the extent otherwise permitted by your Licensed Use, delete and destroy all information received by you or them and/or created as a result of your or their access and use of any affected Product Plan or API Service.
- 9.9 Clauses 2.4, 6, 9, 10, 11, 12, 17, 18 and 19 will survive the expiry or termination of this Agreement.

10 Warranties and Liability

- 10.1 You warrant that, to the extent required under this Agreement, you have and will continue to have throughout the term of this Agreement a valid OS Licence.
- 10.2 All warranties, conditions and other terms implied by statute or common law regarding any API Service and any API Data are, to the fullest extent permitted by law, excluded from this Agreement and you acknowledge that the API Services are provided 'as is' and 'as available' without any warranty of any kind. We are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the API Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 10.3 Notwithstanding anything else in this Agreement, we give no greater warranty or indemnity protection in respect of third party data included within the API Data, than is given to us by the relevant third party licensor from time to time.
- 10.4 Neither party excludes or limits liability under this Agreement for:
- 10.4.1 any breach of IPR (subject to Clause 11);
 - 10.4.2 personal injury or death caused by its negligence or that of its employees, contractors or agents; or
 - 10.4.3 fraud or any other liability that cannot be lawfully excluded or limited.
- 10.5 Subject to Clause 10.4:
- 10.5.1 our total liability for all claims made (whether in contract, tort (including negligence) or otherwise) under or in connection with this Agreement shall be limited to the amount you have paid us under this Agreement during the preceding 12 months; and
 - 10.5.2 neither you nor we will be liable to the other in contract, tort (including negligence) or otherwise for:
 - a) any special, indirect or consequential losses or damages; or
 - b) any loss of profits, loss of business or loss of contracts (in each case whether direct or indirect).

11 Intellectual property right claims

- 11.1 We undertake at our own expense to defend you or, at our option, settle any claim or action brought against you alleging that the use of any API Service in accordance with the terms of this Agreement infringes the IPR of a third party (**Claim**) and shall be responsible for any reasonable losses, damages, costs (including legal fees) and expenses incurred by or awarded against you as a result of or in connection with any such Claim. For the avoidance of doubt, this Clause 11.1 shall not apply to any claim attributable to:
- 11.1.1 any modification or addition to an API Service not performed or authorised by us;
 - 11.1.2 the use of an API Service other than in accordance with the terms of this Agreement; or
 - 11.1.3 the use of an API Service in combination with any data, hardware or software not supplied or specified by us.
- 11.2 If any third party makes a Claim, or notifies an intention to make a Claim against you, our obligations under Clause 11.1 are conditional on you:
- 11.2.1 as soon as reasonably practicable, giving written notice of the Claim to us, specifying the nature of the Claim in reasonable detail;
 - 11.2.2 not making any admission of liability, agreement or compromise in relation to the Claim without our prior written consent (such consent not to be unreasonably conditioned, withheld or delayed);
 - 11.2.3 giving us and our professional advisers access at reasonable times (on reasonable prior notice) to your premises and your officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within your power or control, so as to enable us and our professional advisers to examine them and to take copies (at our expense) for the purpose of assessing the Claim; and
 - 11.2.4 subject to us providing security to you to your reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, taking such action as we may reasonably request to avoid, dispute, compromise or defend the Claim.
- 11.3 If any Claim is made, or in our reasonable opinion is likely to be made, against you, we may at our sole option and expense:
- 11.3.1 procure for you the right to continue to use any affected API Service in accordance with the terms of this Agreement;
 - 11.3.2 modify any affected API Service so that it ceases to be infringing;
 - 11.3.3 replace any affected API Service with a non-infringing service; or
 - 11.3.4 terminate your access to any affected API Service immediately by notice in writing to you and refund a fair and reasonable proportion of any Fee paid by you in respect of any unexpired Licensing Period in respect of such API Service as at the date of termination promptly following you complying with your obligations under Clause 9.8,
- provided that, if we modify or replace an API Service, the warranties in Clause 10.2 shall apply to such API Service.
- 11.4 Notwithstanding any other provision in this Agreement, Clause 11.1 shall not apply to the extent that any claim or action referred to in that Clause arises directly or indirectly through the possession or use of any data or software not provided by us or through the breach of any third party terms by the you.
- 11.5 This Clause 11 constitutes your exclusive remedy and our only liability in respect of Claims.

12 Confidentiality and privacy

- 12.1 The parties shall ensure that:
- 12.1.1 all Confidential Information is kept secure and confidential and disclosed to staff, professional advisers and contractors on a need-to-know basis only; and
 - 12.1.2 they implement appropriate measures and systems to prevent the unauthorised disclosure of Confidential Information.

- 12.2 Nothing in this Agreement shall prevent either you or us (the **disclosing party**) disclosing the other party's Confidential Information which:
- 12.2.1 was previously known to the disclosing party without obligation of confidence;
 - 12.2.2 was independently developed by or for the disclosing party;
 - 12.2.3 was acquired by the disclosing party from a third party which is not, to the disclosing party's knowledge, under an obligation of confidence with respect to such information;
 - 12.2.4 is or becomes publicly available through no breach of this Agreement; or
 - 12.2.5 the disclosing party is required to disclose by order of a court of competent jurisdiction or by a government body or agency.

12.3 On termination or expiry of this Agreement, each party will promptly destroy or (at the other party's request) return all copies of the other party's Confidential Information in its possession, custody or control and you shall procure that End Users within your organisation do the same.

12.4 We shall comply with the terms of our privacy policy available at <http://www.os.uk/privacy.html>.

13 Events outside our control

13.1 We shall not be responsible for any delay or failure in carrying out obligations under this Agreement if the delay or failure is caused by circumstances beyond our reasonable control.

14 Changing the parties to the Agreement

14.1 You may not assign, transfer or novate rights and obligations under this Agreement without our prior written consent, which we will not unreasonably withhold or delay.

14.2 We may assign, transfer or novate the benefits and obligations of this Agreement to any government body or nominated subcontractor or, in the event of the transfer of all or any of our activities or functions to any other entity, to the entity to which our functions have been transferred. You expressly agree to the assumption of our obligations under this Agreement by that entity.

15 Variation

15.1 Unless otherwise specified in this Agreement, we may change this Agreement at any time on 30 days' written notice unless the change is required by any of our third party licensors on less than 30 days' notice, in which case we will give you such notice as is reasonably practicable in the circumstances. If you continue to use any API Service after such notice period, you shall be deemed to have accepted the modified terms. If you do not wish to accept such modified terms, you must either terminate this Agreement by giving us written notice or cancel your access to any affected Product Plan via the Management Portal with immediate effect.

15.2 Additionally, changes to this Agreement may take effect if agreed in writing by both you and us.

16 Entire Agreement

16.1 This Agreement and the documents referred to in it set out the entire agreement and understanding between you and us in respect of the subject matter of this Agreement.

16.2 The waiver (which must be in writing) by you or us of any rights under this Agreement does not imply that any other rights are waived.

17 Notices

17.1 We may provide notice to you under this Agreement either:

- 17.1.1 by email to the email address then associated with your account; or
- 17.1.2 by hand, prepaid first class post or recorded delivery to the address most recently notified by you to us for such purposes; or
- 17.1.3 via the Management Portal.

You must notify us of your current correct contact details on a timely basis.

17.2 Except where otherwise specified, you must give us notice under this Agreement by hand, prepaid first class post or recorded delivery to OS, Customer Services Centre, Explorer House, Adanac Drive, Southampton, SO16 0AS (or any other address notified by us for such purposes from time to time).

17.3 Notices shall be deemed to have been received:

17.3.1 if sent by us by email, when we send the email (unless we receive a delivery failure notification for reasons other than your email address not being valid);

17.3.2 if sent by hand, when delivered (or if delivery is not during business hours, at 09.00 (local time) on the first Business Day following delivery);

17.3.3 if sent correctly addressed by prepaid first class post or recorded delivery, 2 Business Days after sending;
or

17.3.4 if provided by us via the Management Portal, immediately upon being posted on the Management Portal.

18 Rights of Third Parties

18.1 A person who is not a party to this Agreement has no rights under the *Contracts (Rights of Third Parties) Act 1999* to enforce or enjoy the benefit of any of its terms.

19 Governing law and jurisdiction

19.1 This Agreement will be governed by and construed in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts.

Schedule 1 Definitions & interpretations

1.1 The following words have the following meanings in this Agreement:

Address Dataset	means AddressBase, AddressBase Plus and AddressBase Premium.
Agreement	means these terms and conditions including the Schedules, the Appendices and any document referred to in it (as amended from time to time).
API	means an Application Programming Interface.
API Data	means, in respect of any API Service, any dataset which we own or which we license from a third party (including the Crown) and is listed as API Data in the applicable Appendix.
API Service	means an API service that is developed by us and described more fully in an Appendix. Each API Service has Product Plans available under it as set out in the applicable Appendix.
Business Day	means any day other than a Saturday, a Sunday, any public holiday in England or any day falling during the period between Christmas Day and New Year's Day.
Business Hours	means the hours between 08:30 and 17:30 (UK local time) on a Business Day.
Confidential Information	means any information disclosed by one party to the other in connection with this Agreement, whether in writing, orally or electronically and whether identified as confidential or not including, but not limited to, any API Data, API Service url, log-in, user name and password details, technical and supporting documentation, guidance and contacts, Usage Data and any related information.
Data Exploration Licence	means the licence available at http://www.ordnancesurvey.co.uk/business-and-government/licensing/licences/data-exploration.html provided that if you are party to the Framework Contract (Partners) and are using a Data Exploration Plan then, notwithstanding the express terms of the Data Exploration Licence, you are permitted to use any Third Party OS Data (as defined therein) for 12 months, unless we tell you, or you and we agree, something else. In such circumstances, the Data Exploration Licence will renew automatically every 12 months unless either of you or we choose to end it.
Data Exploration Period	means, in respect of each API Service, a period of time commencing on the start date selected by you as the commencement date of your Data Exploration Plan and ending on either the date falling a period of time thereafter as specified in the applicable Appendix or, if sooner, the date on which you exhaust the number of Transactions available under the Transaction Limit applicable to such Data Exploration Plan (unless you are, at the relevant time, party to the Framework Contract (Partners)).
Data Exploration Plan	means a Product Plan pursuant to which you make the API Data listed in the applicable Appendix available to End Users via an API Service for your Data Exploration Use, subject to the applicable Transaction Limit set out in the Appendix for such API Service.
Data Exploration Use	means the use of API Data by End Users via an API Service for your licensed use under the Data Exploration Licence.
Documentation	means the documents (as amended from time to time) on our website which describe the API Services.
Downtime	means, in respect of any API Service, a response time in excess of 3 seconds as measured using the applicable Service Test URL.
Downtime Period	means, in respect of any API Service, each period of 10 consecutive minutes of Downtime (not including any Downtime caused as a result of any Excluded Event). For the avoidance of doubt, intermittent Downtime or any single period of Downtime that is less than 10 minutes shall not be included in any calculation of the Downtime Period.
Emergency Downtime	means any Downtime in respect of which, due to reasons outside of our control, we are unable to give you at least 5 Business Days' prior notice via email.

End User	means:
	<ul style="list-style-type: none"> a) any person or organisation (and each of its employees, agents and permitted contractors) who are licensed by us under Clause 4.1.1 to use API Services and/or API Data for your Licensed Use; and/or b) subject to the terms of the Framework Contract (Partners) and the applicable OS Partner Licence, any person or organisation (and each of its employees, agents and permitted contractors) who is licensed by you as a Reseller under Clause 4.1.2 to use API Services and/or API Data for its Licensed Use.
Excluded Event	means any Downtime attributable to any of the following:
	<ul style="list-style-type: none"> a) Scheduled Downtime; b) Emergency Downtime; or c) faults attributable to any third party, including hosting suppliers.
Fees	means the non-refundable fees payable to us for your Product Plans that we make available to you under the Management Portal.
Free API Data	means API Data which either:
	<ul style="list-style-type: none"> a) is an OS OpenData dataset available under the Open Government Licence; or b) is otherwise made available by us on a royalty free basis.
Free API Data Plan	means a Product Plan pursuant to which you make API Data that is exclusively Free API Data available via an API Service to End Users for their specified Licensed Use, subject to the applicable Transaction Limit(s) set out in the Appendix for such API Service.
Initial Period	means, in respect of any Product Plan (other than Data Exploration Plans, Trial Plans and Reseller Trial Plans), an initial period commencing on the start date selected by you as the commencement date of the Product Plan and ending on either the date falling a period of time thereafter as specified in the applicable Appendix or, if sooner, the date on which you exhaust the number of Transactions available under the Transaction Limit applicable to such Product Plan.
IPR	means copyright, patents, trade marks, design rights, database rights, trade secrets, know how, rights of confidence and all other similar rights anywhere in the world whether or not registered and including applications for registration of any of them.
Licensed Use	means, in respect of each Product Plan, the licensed use specified for it in the applicable Appendix.
Licensing Period	means:
	<ul style="list-style-type: none"> a) in respect of a Premium Plan, an OS Customer Plan or a Free API Data Plan, its Initial Period and each of its Renewal Periods; b) in respect of a Trial Plan and a Reseller Trial Plan, its Trial Period; or c) in respect of a Data Exploration Plan, its Data Exploration Period.
Maintenance Window	means:
	<ul style="list-style-type: none"> a) the hours between 06:00 and 08:00 (UK local time) on a Business Day; and b) the hours between 08:00 and 12:00 (UK local time) on Sundays.
Management Portal	means the portal through which you can register for and manage your account and purchase Product Plans.

Monthly Uptime Percentage	<p>means, in respect of any calendar month, a percentage figure calculated as follows:</p> <ul style="list-style-type: none"> a) the total number of minutes in the calendar month concerned minus the number of minutes of all Downtime Periods occurring wholly during the calendar month concerned; divided by b) the total number of minutes in the calendar month concerned. <p>For the avoidance of doubt, for the purposes of calculating the Monthly Uptime Percentage, a single Downtime Period may not commence in one calendar month and end in a different calendar month.</p>
Open Government Licence	<p>means the licence available at http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/.</p>
OS Customer Plan	<p>means a Product Plan pursuant to which you make API Data licensed to you under an OS GB Data Contract or an OS Public Sector Members Licence available to End Users within your organisation via an API Service for your licensed use under such OS Licences subject to the applicable Transaction Limit(s) set out in the Appendix for such API Service.</p>
OS GB Data Contract	<p>means either:</p> <ul style="list-style-type: none"> a) a Data Contract for API Data entered into by you under the Framework Contract (Direct Customers): <ul style="list-style-type: none"> i) with an area of coverage equal to the whole of Great Britain; and ii) for 101 or more Terminals (as defined therein) where the API Data is an Address Dataset; or b) where the API Data is an OS OpenData dataset, the Open Government Licence.
OS Licence	<p>means, as applicable, an OS GB Data Contract, an OS Partner Contract or an OS Public Sector Members Licence in respect of the API Data that is available via the applicable API Service.</p>
OS Partner Contract	<p>means either:</p> <ul style="list-style-type: none"> a) the contract entered into by you as a Reseller and us under the Framework Contract (Partners) and as identified in the relevant Appendix where the API Data made available via your products and/or services is not an OS OpenData dataset (Premium API Data) or b) where you are acting as a Reseller and the API Data made available via your products and/or services is an OS OpenData dataset, the Open Government Licence. <p>In respect of a) above, you shall ensure that the Licensed Data under (and as defined) in the relevant OS Partner Contract referred to in a) above includes all Premium API Data available via its products and/or services, as applicable.</p>
OS Public Sector Members Licence	<p>means either a Members Licence entered into by you or, as the case may be, your End Users outside of your organisation under either the Public Sector Mapping Agreement or the One Scotland Mapping Agreement or, where the API Data is an OS OpenData dataset, the Open Government Licence.</p>
Planned Maintenance	<p>means any pre-planned maintenance of the infrastructure of any API Service which results in it being unavailable.</p>

Premium Plan	means a Product Plan pursuant to which you make API Data available via an API Service to: a) End Users within your organisation for your Licensed Use; or b) where you are acting as a Reseller, End Users outside of your organisation as part of your products and/or services for their Licensed Use, in each case without any requirement for either you to be party to an OS Licence and subject to the applicable Transaction Limit(s) set out in the Appendix for such API Service.
Product Plans	means the Product Plans which we make available to you in the Management Portal (or otherwise) in respect of an API Service. Each Product Plan provides access to API Data and is subject to a Transaction Limit, such details being as specified in the applicable Appendix.
Quarter	means a 3 calendar month period starting on 1 January, 1 April, 1 July or 1 October.
Renewal Period	means, in respect of any Product Plan (other than Data Exploration Plans, Trial Plans and Reseller Trial Plans), a period commencing automatically on the expiry of the Initial Period or the then current Renewal Period and ending on either the date falling a period of time thereafter as specified in the applicable Appendix or, if sooner, the date on which you exhaust the number of Transactions available under the Transaction Limit applicable to such Product Plan.
Reseller	means you, to the extent you are licensed by us under Clause 4.1.2 to make API Services and API Data available to third parties and have entered into the relevant OS Partner Licence.
Reseller Plan	means a Pricing Plan pursuant to which you as a Reseller make OS Data licensed to you under an OS Partner Contract available to End Users via an API Service for their licensed use pursuant to such OS Partner Contract, subject to the applicable Transaction Limit set out in the Appendix for such API Service.
Reseller Trial Plan	means a Pricing Plan pursuant to which you as a Reseller make OS Data licensed to you under the Distribution Contract available to End Users via an API Service for their business use (but not for any external use, including their limited external use) pursuant to the Distribution Contract, subject to the applicable Transaction Limit set out in the Schedule for such API Service.
Scheduled Downtime	means any Downtime which occurs during the Maintenance Window and is notified to you via email at least 5 Business Days before it occurs. It is anticipated that there will be no more than 12 hours of Scheduled Downtime in any calendar year.
Service Test URL	means, in respect of a Product Plan, the applicable url set out in our technical documentation https://apidocs.os.uk/docs/introduction .
Standard Licensed Use	means the standard licensed use rights set out at the following link: https://www.ordnancesurvey.co.uk/docs/licences/framework-contract-direct-customers.pdf .
Transaction	in respect of each API Service has the meaning given to it in the applicable Appendix. For OS Customer Plans, your End Users shall only make Transactions for the geographic area licensed to you or your End Users outside of your organisation under the applicable OS Licence.
Transaction Limit	means, in respect of each applicable Product Plan under an API Service, the number of Transactions available under such Product Plan, as set out in the service details for such API Service in the relevant Appendix.

Trial Period	means, in respect of each API Service, a period of time commencing on the start date selected by you as the commencement date of your Trial Plan or your Reseller Trial Plan and ending on either the date falling a period of time thereafter as specified in the applicable Appendix or, if sooner, the date on which you exhaust the number of Transactions available under the Transaction Limit applicable to such Trial Plan.
Trial Plan	means a Product Plan pursuant to which you make the API Data listed in the applicable Appendix available to End Users within your organisation via an API Service for your Trial Use, subject to the applicable Transaction Limit set out in the Appendix for such API Service. For the avoidance of doubt, each End User is only entitled to one Trial Plan.
Trial Use	means the use of API Data by End Users via an API Service to assess its suitability internally within your organisation.
Usage Data	means any information and/or data associated with or collected from an internal End User which is received, stored, or processed by us in connection with the use of an API Service and includes: aggregate information; usage and traffic data; IP addresses; transactional, account or user names; passwords; registration information; email addresses; mailing addresses; phone numbers; and any other forms of personally identifiable information.

1.2 In this Agreement, unless the context otherwise requires:

1.2.1 words in the singular include the plural and vice versa;

1.2.2 references to:

- a) a Clause or a Schedule or Appendix are to a Clause of or a Schedule or Appendix to these terms and conditions; and
- b) a statute or statutory provision include any amendment, extension or re-enactment of such statute or provision.

Appendix 1 OS Places – API terms

1 Definitions

1.1 The following words have the following meanings in this Appendix:

Address Transaction	means a return of data in response to a query via the API Service of up to a maximum of 100 features and any associated attributes (Maximum Data Return) as set out in the Documentation. Returns of data in excess of the Maximum Data Return shall be an additional 'Transaction' or additional 'Transactions' (as appropriate depending on the amount of data returned).
API Service	means the OS Places – API service.
Capture & Verification Transaction	means an Address Transaction made via the API Service internally or externally by End Users (to the extent permitted by the relevant OS Licence) using the applicable API Data to capture and verify addresses.
Geosearch Transaction	means an Address Transaction made via the API Service internally or externally by End Users (to the extent permitted by the relevant OS Licence) using the applicable API Data to search for addresses within a spatial area.
Matching & Cleansing Transaction	means an Address Transaction made via the API Service internally or externally by End Users (to the extent permitted by the relevant OS Licence) using the applicable API Data to search for matching addresses and/or cleansing such addresses within databases.
PAF Data	has the meaning given to it in the Royal Mail PAF Solutions Provider Licence .
Royal Mail	has the meaning given to it in the Royal Mail PAF Solutions Provider Licence .
Royal Mail PAF Solutions Provider Licence	means the Royal Mail PAF Solutions Provider Licence issued by Royal Mail (which is available to review via the link provided in this definition).
Transaction	means either a Capture & Verification Transaction, a Geosearch Transaction or a Matching & Cleansing Transaction.

2 API Service details

2.1 Licensing Period of Product Plans

2.1.1 **Initial Period:** 12 months.

2.1.2 **Renewal Period:** 12 months.

2.1.3 **Data Exploration Period:** either a) 3 months or b) where you are party to the Framework Contract (Partners) 12 months or, if sooner a period of time ending on the date of termination or expiry of your Framework Contract (Partners).

2.1.4 **Trial Period:** 2 months for Trial Plans or 2 months per End User for Reseller Trial Plans.

2.2 Additional Details of Product Plans and preconditions

2.2.1 The Product Plans, together with (in respect of each such Product Plan) the applicable Licensed Use and/or Transaction Limits and API Data, available under the API Service are as set out the Table below.

2.2.2 In order to provide Reseller Plans under this Appendix, you as a Reseller must at all times hold the following OS Partner Contracts applicable to your intended Licensed Use of the API Service:

- a) the Printed Products Contract;
- b) the Business Solutions – Data Components Contract;
- c) the Consumer Solutions Contract (Online Solution terms only);
- d) the Business Solutions – Online Viewing Contract; and

- e) the Distribution Contract (but only where you license your End User under such Partner Contract for AddressBase Premium for GB Coverage (as defined therein) on 101 or more Terminals (as defined therein)).

2.2.3 In order to provide Reseller Trial Plans under this Appendix, you as a Reseller must at all times hold a Distribution Contract.

Table 1 – Product Plans

Type of Product Plan	Description of Product Plans		
	Licensed Use	Transaction Limit	API Data
Premium Plan (Capture & Verification Transactions, Geosearch Transactions and Matching & Cleansing Transactions)	Use by End Users of the API Service for their Standard Licensed Use.	100,000 – Transaction Limit of 100,000 Transactions per annum	AddressBase Premium
		500,000 – Transaction Limit of 500,000 Transactions per annum	
		1M – Transaction Limit of 1,000,000 Transactions per annum	
		5M – Transaction Limit of 5,000,000 Transactions per annum	
		10M – Transaction Limit of 10,000,000 Transactions per annum	
Premium Plan (Matching & Cleansing Transactions only)	Use by End Users of the API Service for their Standard Licensed Use.	100,000 – Transaction Limit of 100,000 Transactions per annum	AddressBase Premium
		500,000 – Transaction Limit of 500,000 Transactions per annum	
		1M – Transaction Limit of 1,000,000 Transactions per annum	
		5M – Transaction Limit of 5,000,000 Transactions per annum	
		10M – Transaction Limit of 10,000,000 Transactions per annum	
OS Customer Plan	Use by End Users of the API Service for your licensed use as set out in (as applicable) your: a) Framework Contract (Direct Customers); or b) OS Public Sector Members Licence.	100,000 – Transaction Limit of 100,000 Transactions per annum	AddressBase Premium
		500,000 – Transaction Limit of 500,000 Transactions per annum	
		1M – Transaction Limit of 1,000,000 Transactions per annum	
		5M – Transaction Limit of 5,000,000 Transactions per annum	
		10M – Transaction Limit of 10,000,000 Transactions per annum	
Reseller Plan	Use by you as a Reseller to create products and/or services to supply to End Users for their licensed use under and subject to the applicable OS Partner Contracts listed in paragraph 2.2.2.	n/a	AddressBase Premium
Trial Plan	Use by End Users of the API Service for their Trial Use.	Transaction Limit of 2,000 Transactions during the Trial Period	AddressBase Premium
Reseller Trial Plan	Use by you as a Reseller to create products and/or services to supply to End Users for their business use (but not for any external use, including their limited external use) under and subject to the Distribution Contract.	Transaction Limit of 2,000 Transactions per End User during the Trial Period and no End User may have more than 1 Reseller Trial Plan	AddressBase Premium
Data Exploration Plan	Use by End Users of the API Service for their Data Exploration Use.	Transaction Limit of 100,000 Transactions per month	AddressBase Premium

3 Third party terms

- 3.1 AddressBase Premium contains IPR owned, in part, by Royal Mail. Accordingly, the use of AddressBase Premium via the API Service by your End Users within your organisation and your End Users outside of your organisation are subject to the additional specific terms set out in the [Royal Mail PAF Solutions Provider Licence](#). For the avoidance of doubt, you shall ensure (where applicable) that the number of End Users within your organisation or End Users outside of your organisation do not exceed the number of 'Users' licensed to access API Data via the API Service under and as defined in the Royal Mail PAF Solutions Provider Licence.
- 3.2 You acknowledge that PAF Data for the Channel Islands, the Isle of Man and Northern Ireland is made available to you subject to the licensing conditions set out in the applicable OS Licence notwithstanding that such PAF Data does not form part of the API Data.

Appendix 2 OS Names – API terms

1 Definitions

1.1 The following words have the following meanings in this Appendix:

API Service means the OS Names – API service.

Transaction means a return of data in response to a query via the API Service of up to a maximum of 100 features and any associated attributes (**Maximum Data Return**) as set out in the Documentation. Returns of data in excess of the Maximum Data Return shall be an additional ‘Transaction’ or additional ‘Transactions’ (as appropriate depending on the amount of data returned). Such Transactions may be made internally or (to the extent permitted by the relevant OS Licence) externally by End Users within your organisation or End Users outside of your organisation (as applicable) using the applicable API Data.

2 API Service details

2.1 Licensing Period of Product Plans

2.1.1 **Initial Period:** 12 months.

2.1.2 **Renewal Period:** 12 months.

2.1.3 **Data Exploration Period:** n/a.

2.1.4 **Trial Period:** n/a.

2.2 Additional Details of Product Plans and preconditions

2.2.1 The Product Plans, together with (in respect of each such Product Plan) the applicable Licensed Use and/or Transaction Limits and API Data, available under the API Service are as set out the Table below.

Table 1 – Product Plans

Type of Product Plan	Description of Product Plans		
	Licensed Use	Transaction Limit	API Data
Free API Data Plan	Use by End Users of the API Service for your licensed use as set out in the Open Government Licence.	Transaction Limit of 250,000 Transactions per month	OS Open Names

Appendix 3 OS Maps – API terms

1 Definitions

1.1 The following words have the following meanings in this Appendix:

API Service	means the OS Maps – API service.
Map Tile	means 1 map tile, equal to 256 pixels by 256 pixels.
Transaction	means the display, in response to a request made via the API Service by an internal End User or external End User (as applicable), of up to 15 Map Tiles created using API Data.

2 API Service details

2.1 Licensing Period of Product Plans

2.1.1 **Initial Period:** 12 months.

2.1.2 **Renewal Period:** 12 months.

2.1.3 **Data Exploration Period:** 12 months or b) where you are party to the Framework Contract (Partners) 12 months or, if sooner a period of time ending on the date of termination or expiry of your Framework Contract (Partners).

2.1.4 **Trial Period:** 2 months for Trial Plans or 2 months per End User for Reseller Trial Plans.

2.2 Details of Product Plans

2.2.1 The Product Plans, together with (in respect of each such Product Plan) the applicable Licensed Use, Transaction Limits and API Data, available under the API Service are as set out the Table below.

2.2.2 In order to provide Reseller Plans under this Appendix, you as a Reseller must at all times hold each of the following OS Partner Contracts applicable to your intended Licensed Use of the API Service:

- a) the Distribution Contract (provided that your licensed use is limited to supplying OS Data to Public Sector Bodies (as defined therein) in accordance with clause 13 of the Distribution Contract);
- b) the Consumer Solutions Contract;
- c) the Printed Products Contract; and
- d) the Business Solutions – Online Viewing Contract.

2.2.3 In order to provide Reseller Trial Plans under this Appendix, you as a Reseller must at all times hold a Distribution Contract.

Table 1 – Product Plans

Type of Product Plan	Description of Product Plans		
	Licensed Use	Transaction Limit	API Data†
OS Customer Plan	Use by End Users of the API Service for your licensed use as set out in (as applicable) your: a) Framework Contract (Direct Customers); or b) OS Public Sector Members Licence.	Transaction Limit of 1,200,000 Transactions per annum	Strategi OS VectorMap District OS Terrain 50 1:250 000 Scale Colour Raster MiniScale
		Transaction Limit of 12,000,000 Transactions per annum	
Reseller Plan	Use by you as a Reseller to create products and/or services to supply to End Users for their licensed use under and subject to the applicable OS Partner Contracts listed in paragraph 2.2.2b) to d).	n/a	Land-Form PANORAMA Detailed World Polygons (LSIB) – Eurasia/Africa - March 2013 OS VectorMap Local
Trial Plan	Use by End Users of the API Service for their Trial Use.	Transaction Limit of 200,000 Transactions	1:25 000 Scale Colour Raster
Reseller Trial Plan	Use by you as a Reseller to create products and/or services to supply to End Users for their business use (but not for any external use, including their limited external use) under and subject to the Distribution Contract.	Transaction Limit of 200,000 Transactions per End User during the Trial Period and no End User may have more than 1 Reseller Trial Plan	1:50 000 Scale Colour Raster OS MasterMap Topography Layer
Data Exploration Plan	Use by End Users of the API Service for their Data Exploration Use.	Transaction Limit of 100,000 Transactions per month	

† The dataset Detailed World Polygons (LSIB) – Eurasia/Africa - March 2013 is made available by the Humanitarian Information Unit of the U.S. Department of State and is not subject to copyright in the United States or any copyright restrictions under U.S. law.

Appendix 4 INSPIRE Address View – API terms

1 Definitions

1.1 The following words have the following meanings in this Appendix:

- API Service** means the INSPIRE Address View – API service.
- Map Tile** means 1 map tile, equal to 256 pixels by 256 pixels.
- Transaction** means the display, in response to a request made via the API Service by an internal End User or external End User (as applicable), of 1 Map Tile created using API Data.

2 API Service details

2.1 Licensing Period of Product Plans

- 2.1.1 **Initial Period:** 12 months.
- 2.1.2 **Renewal Period:** 12 months.
- 2.1.3 **Data Exploration Period:** n/a.
- 2.1.4 **Trial Period:** n/a.

2.2 Additional Details of Product Plans and preconditions

2.2.1 The Product Plans, together with (in respect of each such Product Plan) the applicable Licensed Use and/or Transaction Limits and API Data, available under the API Service are as set out the Table below.

Table 1 – Product Plans

Type of Product Plan	Description of Product Plans		
	Licensed Use	Transaction Limit	API Data
Free API Data Plan	Use by End Users for their personal, non-commercial use only. End Users may not sub-license, distribute, sell or otherwise make available any part of the API Data to third parties, save where expressly permitted in writing by us.	Transaction Limit of 25,000 Transactions per month	Bespoke