

PointX (Points of Interest) as a Service



G-Cloud Services RM1557.15

Terms and Conditions - Landmark Information Group: Lot 2b – Software as a Service (SaaS)

Document Control

Supplier Name	Landmark Information Group Limited
Service Name	PointX (Points of Interest) as a Service
Date	30 th January 2026
Contact	bids@landmark.co.uk

BESPOKE DATA SUPPLY ORDER FORM

1. **Parties:** **LANDMARK INFORMATION GROUP LIMITED** whose registered office is at 6-7 Abbey Court, Eagle Way, Sowton, Exeter, Devon EX2 7HY ("**Landmark**")
- And
- [Company]
- [Company Address]
- (referred to in this licence as "**you**", "**your**" and "**yourself**")

2. **Date:** 30 January 2026

3. **Standard Terms:** This Order incorporates the Landmark's standard export terms attached to this Order (the "**Standard Terms**"). In the event of any inconsistency between the provisions in this Order and the provisions in the Standard Terms, the provisions of this Order shall prevail.

4. **Defined Terms:** In this licence the expressions shall have the meanings set out in this Order and in the Standard Terms unless inconsistent with the context.

5. **Licence:** In consideration of you paying the Licence Fees, as set out in this Order, Landmark hereby grants you a non-transferable and non-exclusive annual licence to use Data for the duration of the Term, subject to the restrictions set out in this licence.
- Landmark shall deliver the Data to you in the format and manner and at the intervals to be notified by Landmark to you.

6. **Data Coverage and Data Specification**

Data Coverage

Site Location/Details	Please include site location / map showing site boundary if available
Site Size (km2)	Insert site size in km2
Datasets	As detailed in Schedule One or List datasets required

Data Specification

Data Format:	Enter format
Number of Users:	Enter No of Users

Landmark reserves the right to reasonably change the specification of the Data where applicable.

7. **Duration**

This licence shall commence on the date of signature and shall (subject always to earlier termination in accordance with Clause 5 of the Standard Terms) continue for an initial term of one year ("**Initial Term**"). If you choose to renew the agreement for successive periods of one year thereafter, you must notify Landmark with at least one (1) month's written notice prior to the end of the Initial Term or Renewal Term (as relevant), and this licence shall be renewed for successive periods of one year ("**Renewal Term**"), subject always to the advance payment of the Licence Fees for the relevant Renewal Term. If you do not serve any notice of renewal, the licence shall expire at the end of the then-current Initial Term or Renewal Term (as appropriate). The Initial Term and any Renewal Terms are together referred to as the "**Term**".

8. Licence Fees The Licence Fees for this licence will be **£xxxxxx** per annum (year one) via order number **XXXXXXXX** dated 30 January 2026

The Licence Fees shall be paid by you in a single payment in advance of the year to which it relates.

The parties can review the Licence Fees for any Renewal Term of this licence; Landmark shall however have sole discretion in determining any such change in Licence Fees.

8.1 For the avoidance of doubt, Landmark will not provide updates to the Data during the Term of the licence.

8.2 Without prejudice to Landmark's other rights and remedies Landmark reserves the right to charge for its reasonable administration costs in pursuing payment of any outstanding amount, such sums to cover and include the cost of sending debt letters and general administration charges;

9. Permitted Use and Restrictions For standard internal business use or as set out in the Standard Terms

Signed by a duly authorised
signatory of Landmark
Information Group Limited:

X

Director

Signed by a duly authorised
signatory of the Licensee:

X

Schedule One
Licensed Data

Datasets to include the following:

Dataset Name	Dataset Description
<i>Insert data sets here</i>	<i>Insert data set description here</i>

LANDMARK DATA EXPORT LICENCE

1 DEFINITIONS

1.1 In this licence, the following terms have the following meanings:

"Annex" means an annex to these licence terms;

"Contractor" means any contractor engaged by you or tendering to provide goods or services to you in connection with the Data;

"Content" means any data, computing and information services and software, and other content and documentation or support materials and updates included in and/or supplied by Landmark and shall include both material developed by or on behalf of Landmark and/or any Data Originator.

"Data" means any data or information more particularly specified in your Order;

"Data Originator" means all or any of Landmark, Ambiental, The GeoInformation Group Limited, JBA Risk Management Limited, Ordnance Survey, Land & Property Services Northern Ireland (LPSNI) PointX Limited, the Environment Agency, the Natural Environment Research Council (British Geological Survey), Royal Mail and/or suppliers or licensors of software or data from time to time comprised in the Data;

"End User" means your employees or those of a Contractor (to the extent that you sub-licence use of Data to Contractors in accordance with the terms of this Licence);

"Infrastructure Body" means:

- (a) a body which falls within the definition of "utility" in Regulation 2 of the Utilities Contracts Regulations 2006 or Regulation 2 of the Utilities Contracts (Scotland) Regulations 2006;
- (b) a body which is a provider of a "Public Electronic Communications Network" as defined in the General conditions of Entitlement set by the Office of Communications under section 45 of the Communications Act 2003; and/or
- (c) any other entity as may be agreed by Ordnance Survey and Cabinet Office from time to time as being an infrastructure body, as published on the Ordnance Survey website, currently accessible at <http://www.ordnancesurvey.co.uk>.

References to **"Landmark"** are references to Landmark Information Group Limited, of 7 Abbey Court, Eagle Way, Sowton, Exeter, EX2 7HY registered in England under no. 2892803;

"Licence Fees" the licence fees for the Data, in accordance with Landmark's published price list as amended from time to time (and as available on request or from the Website);

"LPSNI Data" means Data collected, published (in the case of mapping data under the trademarked name of Ordnance Survey of Northern Ireland®) and, through a delegation of authority from Her Majesty's Stationery Office, onward licensed by LPSNI;

"Order" means the request for Data to be provided by Landmark to you;

"Ordnance Survey Data" means Data owned by Ordnance Survey or its third party licensors;

"Public Body" means:

- (a) a body which falls within the definition of "contracting authority" in Regulation 3 or the Public Contracts Regulations 2006 or Regulation 3 of the Public Contracts (Scotland) Regulations 2006, excluding any Infrastructure Body; and/or
- (b) a Council constituted pursuant to section 2 of the Local Government etc (Scotland) Act 1994; and
- (c) any other entity as may be agreed by Ordnance Survey and Cabinet Office from time to time as being Public Body, as published on the Ordnance Survey website, currently accessible at <http://www.ordnancesurvey.co.uk> or any other entity identified by LPSNI from time to time as being a Public Body;

"Royal Mail" means Royal Mail Group plc and/or Royal Mail Group Limited;

"Terminal" means a laptop, PC, workstation or other equipment

containing a screen on which the Data may be displayed or used, and which is internal or personal to you and/or your permitted Contractors;

"User" means an individual End User authorised by you to access or use the Data in relation to the use of Address Datasets;

"Website" means Landmark's website, currently accessible at www.envirocheck.co.uk; and

References to **"you"**, **"your"** and **"yourself"** refer to the contracting party placing an Order with Landmark.

2 BASIS OF CONTRACT

2.1 This licence governs the relationship between you and Landmark. Where these terms are not expressly accepted by you, they will be deemed to have been accepted by you, and you agree to be bound by these terms, when you place any Order or pay for any Data provided to you by Landmark.

2.2 This licence (including the Annexes) together with your Order, the Licence Fees and delivery details in relation to your Order and Landmark's privacy policy, which is available on the Website, constitute the entire agreement between the parties relating to the supply of Data to you by Landmark. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of Landmark which is not set out in the licence or delivery details. Nothing in this clause 2.2 shall limit or exclude any liability for fraud.

2.3 Landmark may change the terms of this licence or withdraw Data from this licence at any time. Landmark will publish any changes to its standard licence terms on its Website. If Landmark needs to change the terms of your licence or make a withdrawal of Data which affects your licence (including, for example, where such a change or withdrawal is required by Landmark's suppliers or because of a change in legislation, regulations or a decision by a competent court), Landmark will notify you of that change with such prior notice as is reasonably practicable in the circumstances. Landmark may do this by publishing details of the change or withdrawal of Data on the Website or by giving you written notice by email. If you are caused significant disadvantage by any such change to your licence or withdrawal of Data, you may terminate this licence. In the event that you terminate this licence, Landmark will refund a pro-rata portion of the Licence Fee in respect of the remaining period of the licence. You will still have to pay the Licence Fees for your right to use the Data up until the date of termination.

2.4 If any Data is withdrawn from this licence as a result of a variation under clause 2.3, save to the extent that you are permitted to retain such Data for archive purposes under clause 5.2.3, you shall within 30 days of such variation:

- 2.4.1 destroy (or at Landmark's option return) all such withdrawn Data, in any media, which you hold or are responsible for;
- 2.4.2 provide, at Landmark's request, a sworn statement by a duly authorised person that you no longer hold such Data; and
- 2.4.3 ensure that each End User complies with an equivalent obligation.

2.5 If there is an inconsistency between any of the provisions of this licence, the following order of precedence shall prevail:

- 2.5.1 the terms of the Annexes; and
- 2.5.2 the other terms of this licence.

3 GRANT OF LICENCE

3.1 Landmark hereby grants you a non-exclusive, non-transferable licence to use the Data in accordance with the terms of this licence for the uses set out in clause 4 and any additional or substituted uses that may apply pursuant to the Annexes.

3.2 The licence will take effect on the date that you indicate acceptance of the terms and conditions including, without limitation, by ticking the checkbox during the online ordering process or by confirming acceptance when ordering Data by telephone and, unless either party terminates the licence in

accordance with these terms, shall continue for the period specified in your Order. Following the expiry of this period the licence shall automatically terminate forthwith and the provisions of clause 5.2 shall apply.

- 3.3 You shall take all reasonable steps to check that the details that you provide in relation to your Order are complete and correct and that the Data has been prepared for the correct location and property type. Neither Landmark nor any Data Originators shall have any liability for errors or omissions in information provided by or on behalf of you or from your failure to check that the Data relates to the correct location or property.

4 LICENSED USE

- 4.1 This clause 4 is subject to the provisions of the Annexes in respect of certain third party Data.
- 4.2 During the period of this licence (and subject to the other terms and conditions of this licence) you may use the Data for the internal administration and operation of your business ("**Business Use**"). This does not entitle you to make available or to provide the Data to third parties unless otherwise expressly stated in this licence.
- 4.3 To the extent that your Order is limited to a specified number of Terminals or Users, you shall not allow any Terminals or Users in excess of the number you have notified to Landmark to access or have the ability to access any of the Data. You shall have in place a reasonable mechanism or process that ensures that the number of Terminals or Users accessing the Data can be promptly identified.
- 4.4 You may sub-license Data to Contractors solely for the purpose of the Contractor providing, or tendering to provide, goods or services which use falls within the licensed uses under the terms of this licence and subject to the following terms and conditions:

4.4.1 Prior to providing the Data to a Contractor, you shall:

- 4.4.1.1 ensure that the number of Terminals or Users licensed under this licence is sufficient to account for your own licensed use and the additional number of Terminals or Users required by your Contractor; or
- 4.4.1.2 extend the number of Terminals or Users licensed under the licence to ensure compliance with clause 4.4.1.1 above.

- 4.4.2 If you provide the Contractor with Data in a digital form, you shall ensure the Contractor enters into a formal written agreement (before it has access to any Data) which contains provisions equivalent to those in and required by clauses 4 and 12.4 of the licence (which, for the avoidance of doubt shall include obligations in relation to copyright and database right acknowledgements equivalent to clause 4.6 of the licence).

- 4.4.3 Except in relation to Address Datasets (defined in Annex 6) and Points of Interest Data, you may grant your Contractors the right to supply and receive copies of Data in a digital form to and from other Contractors provided that:

- 4.4.3.1 both Contractors are licensed by you for the Data being supplied and/or received;
- 4.4.3.2 the goods or services which each Contractor is providing, or tendering to provide to you shall each form part of a larger project or related series of works required by you;
- 4.4.3.3 a Contractor uses copies of Data supplied by another Contractor solely for the purpose of providing or tendering to provide goods or services to you as part of your licensed use;
- 4.4.3.4 the use by a Contractor of Data supplied by another Contractor shall be governed by its agreement with you, referred to in clause 4.4.2;

- 4.4.3.5 a Contractor shall not receive any direct or indirect payment, credit or money's worth for the supply of the Data to another Contractor; and

- 4.4.3.6 a Contractor shall, prior to supplying Data to another Contractor, obtain written confirmation from you that (a) the other Contractor is licensed by you for the Data being supplied, and (b) the goods or services which each Contractor is providing, or tendering to provide to you each form part of a larger project or related series of works required by you.

- 4.4.4 If you provide that Contractor with Data in paper form (referred to in this clause 4.4.4 as "**Paper Copies**"), you shall not be required to enter into a formal written agreement with the Contractor provided that you ensure that:

- 4.4.4.1 the Contractor uses the Paper Copies solely for the purposes of providing, or tendering to provide, you with goods or services for your licensed use;
- 4.4.4.2 the Paper Copies only cover an area that is proportionate to the amount of goods or services that the Contractor is engaged to provide;
- 4.4.4.3 the Contractor is not permitted to and shall not copy, sub-license, distribute, sell or otherwise make available the Paper Copies to third parties in any form;
- 4.4.4.4 the Contractor destroys or returns to you all such Paper Copies immediately upon: a) its completion of the tender or provision of goods or services referred to in clause 4.4.4.1; or b) expiry or termination of this licence whichever is the sooner, and provides, at your request, a sworn statement by a duly authorised person that it no longer holds any such Paper Copies;
- 4.4.4.5 neither you nor the Contractor shall receive any direct or indirect payment, credit or money's worth for the supply of Paper Copies; and
- 4.4.4.6 the Paper Copies are marked in accordance with clause 4.6 of the licence.

- 4.4.5 If you provide that Contractor with LPSNI Data in paper form (referred to in this Clause 4 as "**Paper Copies**") you shall be required to contact Landmark to declare the number of copies and you will be invoiced for a fee per copy as required by LPSNI.

- 4.4.6 Your liability to Landmark or Ordnance Survey of LPSNI under the licence shall extend to and include acts and omissions of Contractors.

- 4.5 You shall not hold yourself out or describe yourself as the agent of Landmark or any of the Data Originators.

- 4.6 You shall ensure that acknowledgements of copyright and database right ownership are included in a conspicuous position in all copies of the Data. You may not delete or alter any Data Originator's intellectual property protection notices (including without limitation copyright notices or trade marks) from the Data.

- 4.7 You shall use your best endeavours to use adequate technological and security measures, including measures Landmark or the Data Originators may reasonably recommend from time to time, to ensure that all Data which you hold or are responsible for is secure from unauthorised use or access.

- 4.8 The Data shall only be used strictly in accordance with this licence and not for any other purpose; nor shall any use of the Data be made that would or might be deemed to be disparaging to the Data Originators or any of them. You shall not be entitled to resell or rent any Data or otherwise any supply products incorporating such Data for commercial sale or rental.

- 4.9 You shall not reverse engineer, separate or otherwise tamper with the Data so that Data can be extracted and used for any purpose outside the scope of this licence.
- 4.10 You agree that the licensed use of Data pursuant to this licence always excludes its use by any of your subsidiaries, holding companies or subsidiaries of such holding companies (as such terms are defined in section 1159 of the Companies Act 2006) or by any government entity associated with you (in each case as applicable). You agree, and shall procure, that any such company or entity shall enter into a separate licence with Landmark.
- 4.11 The further restrictions as set out in the Annexes hereto shall apply to your use of the Data and the use of the Data by End Users. Any failure to comply with these conditions shall entitle Landmark to terminate the licence immediately, without further notice to you, and no refunds shall be paid of any Licence Fee.
- 4.12 All other uses of the Data are prohibited. If you wish to use the Data in a manner which is not authorised by the licence, then you must contact Landmark to seek the necessary consents or licenses (which may include further licenses from the Data Originators), for which there may be additional fees.
- 4.13 You shall be entitled to sub-license the Data to End Users for the purpose of permitting those End Users to use the Data, provided that you ensure that all such End Users comply with the applicable provisions of this licence. You are responsible for the acts and omissions of End Users. You undertake to supervise and control all use of the Data and to ensure that End Users who use the Data are notified of the terms of this licence prior to using the same, and agree to comply with the terms as if they were the contracting party. You shall indemnify Landmark or the Data Originators against all liabilities, damages, penalties, costs, expenses (including legal expenses on an indemnity basis) or other loss suffered or incurred by Landmark and/or Data Originators in relation any breach or alleged breach of the obligations under this licence by you or anyone given access to the Data by you or on your behalf.
- 4.14 You acknowledge and agree that all intellectual property rights in the Data are and shall continue to be owned by Landmark or the other Data Originators and nothing in this licence shall transfer, assign or grant any rights to you (save for the licence as set out above).
- 4.15 Subject to use of the Data in accordance with this licence, you acknowledge and agree that you shall, and shall procure that any party to whom you provide access to the Data shall, treat as strictly private and confidential the Data and all information which they obtain from the Data. You agree to indemnify Landmark against all liabilities, damages, penalties, costs, expenses (including legal expenses on an indemnity basis) or other loss suffered or incurred by Landmark in relation to any breach or alleged breach of this clause 4.15.
- 4.16 You agree to notify Landmark as soon as you suspect any infringement of Landmark's or any Data Originator's intellectual property and you agree to give Landmark all reasonably required assistance in pursuing any potential infringement.

5 TERMINATION

- 5.1 At any time, whether during the licence period or otherwise Landmark may terminate this licence with immediate effect by giving you written notice:
- 5.1.1 if you are in breach of this licence and, if such breach is capable of remedy, you fail to remedy the breach within 30 days of written notice from Landmark specifying the breach and requiring it to be remedied;
- 5.1.2 if you have a receiver or administrative receiver or administrator appointed over you or any part of your undertaking or assets or shall pass a resolution for winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or if a court of competent jurisdiction shall make an order to that effect or if you become subject to an administration order or enter into a voluntary arrangement with your creditors or shall cease or threaten to cease to carry on business or if you are presented with a bankruptcy

petition; or

- 5.1.3 if Landmark or a Data Originator loses the right to administer Crown copyright and/or Crown database right in respect of the Ordnance Survey Data or LPSNI Data.
- 5.2 In the event of the termination or expiry of this licence:
- 5.2.1 you shall, subject to clause 5.2.3, immediately cease to use the Data;
- 5.2.2 you shall, subject to clause 5.2.3, within 30 days of such termination or expiry, destroy all Data in any media which you hold or for which you are responsible and provide, at Landmark's request, a sworn statement by a duly authorised person that you no longer hold such Data;
- 5.2.3 except in the event of termination by Landmark under clause 5.1 (and subject to paragraphs g.iii, i.ii. of Annex 5), you may retain the Data in an archive following expiry of this licence for the sole purpose of addressing a complaint or challenge from a regulator or other third party regarding your use of such Data during the term of this licence. Your rights are on condition that: (a) they do not apply to Data that include third party intellectual property rights other than Ordnance Survey Data to the extent that the intellectual property rights in such Data are owned by Ordnance Survey; (b) you shall not disclose Data retained under this clause 5.2.3 to any regulator or other third party except strictly to the extent necessary for the relevant purpose and in paper or read-only electronic format only; (c) you must store such Data separately from any other Data which you hold; and (d) subject to clause 7.1, Landmark shall have no liability for your use of it following termination or expiry of the licence; and
- 5.2.4 the parties shall have no further obligations or rights under this licence, without prejudice to those which have accrued to either party prior to termination or expiry save that clauses 1, 4.5 to 4.9 (inclusive), 4.14, 4.15, 4.16, this clause 5.2, clauses 5.3, 5.4, 6.2, 7, 8, 10, 11 and 12 together with those other clauses the survival of which is necessary for the interpretation or enforcement of this licence or which by their nature can be reasonably interpreted as surviving the expiry or termination of this licence, shall continue to have effect after such expiry or termination.
- 5.3 The Data Originators may wish to verify that you have complied with your obligations under clause 5.2. You agree to give the Data Originators during the period of 90 days following expiry or termination of this licence full and free access to such premises and equipment over which you have custody, ownership, power or control during normal business hours so as to enable any Data Originator to verify compliance with clause 5.2. If the Data Originator discovers that you have not complied with your obligations under clause 5.2, the Data Originator shall be entitled to charge you a corresponding proportion of the then current annual Licence Fee.
- 5.4 For the avoidance of doubt, any Data Originator shall be entitled to enforce any term of this licence at any time during the term or following termination as if it were a party to this licence.

6 PAYMENTS

- 6.1 You shall pay the Licence Fees for the Data in advance to Landmark. Landmark shall not be required to notify you in advance of any amendment to the Licence Fee and the placing of any further order for Data shall be deemed acceptance of any revisions to the Licence Fee. VAT shall be due in addition to any Licence Fee.
- 6.2 If you fail to pay by the due date any amount payable by you under this licence, Landmark shall be entitled, but not obliged to, charge you interest on the overdue amount, payable by you immediately on demand, accruing from the due date up to the date of actual payment, after as well as before judgment, at the rate set out in the Late Payment of Commercial Debts (Interest) Act 1998 from time to time and fixed sum compensation under the Late Payment of Commercial Debts Regulations 2002. Such

interest shall accrue on a daily basis.

7 LIABILITY

- 7.1 Nothing in this licence excludes or limits either party's liability for death or personal injury caused by that party's negligence or wilful default and the remainder of this clause 7 is subject to this provision.
- 7.2 Landmark shall use all reasonable skill and care in providing the Data to you, however, it is provided on the express basis that the Data is derived from third party sources and Landmark does not warrant the accuracy or completeness of any information or Data provided. Such Data is provided specifically from the sources as described by Landmark and Landmark does not claim that these represent an exhaustive or comprehensive list of all sources that might be consulted.
- 7.3 If you become aware of any defect in the Data you shall notify Landmark within seven days of the delivery date. If Landmark is satisfied that there is a defect in the Data, it shall remedy that defect by updating the Data in accordance with its normal production schedule, or by notifying the Data Originators accordingly. Save for your rights under clause 7.2, this will be your sole remedy and Landmark's sole liability for such defects.
- 7.4 As most of the Data is provided to Landmark by others, Landmark cannot control its accuracy or completeness nor is it within the scope of Landmark's services to check the information on the ground, accordingly Landmark shall only be liable for loss or damage caused by its breach of clauses 7.2 or 7.3 or by its negligence or wilful default and, save as set out in clause 7.1, Landmark shall not in any other circumstances be liable for any inaccuracies, omissions or faults nor shall Landmark have any liability if the Data is used otherwise than strictly in accordance with this licence.
- 7.5 Save as set out in clause 7.1, Landmark shall not be liable in contract, tort (including negligence) or for breach of statutory duty or in any other way for:
- 7.5.1 any indirect or consequential losses;
 - 7.5.2 loss arising from or in connection with loss of revenues, profits, contracts or business or failure to realise anticipated savings; or
 - 7.5.3 loss of goodwill or reputation.
- 7.6 Save as set out in clause 7.1, Landmark's total liability in contract or tort (including negligence) or for breach of statutory duty shall not exceed an aggregate amount of £500,000.
- 7.7 Save in respect of defects in Data in respect of which the time limit in clause 7.3 shall apply, Landmark shall not be liable for any other claim that is not notified within 12 months of the date of the issue becoming apparent.
- 7.8 You shall have no claim or recourse against any Data Originator (other than Landmark).
- 7.9 Landmark does not warrant that the supply of Data will be uninterrupted or error free or provide any particular facilities or functions or that the Data will always be complete, accurate, precise, free from defects, software viruses, be free of error from computer malfunction, inaccurate processing or corruption of Data whilst geo-coding, processing by computer or electronic means or in the course of transmission or similar although Landmark will use reasonable endeavours to correct any such issues within a reasonable period of them becoming known (which may be limited to notifying the relevant Data Originator). Time shall not be of the essence in providing the Data.
- 7.10 It is your responsibility to ensure that the Data ordered is suitable for the intended purpose. You shall not hold Landmark responsible for your selection or retention of Data.
- 7.11 Unless expressly stated in this licence, all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are excluded from this licence.
- 7.12 Where any provision of this licence requires you to be appropriately authorised by the Data Originators, it shall be your sole responsibility to obtain such licences or consents, and you

shall indemnify Landmark against all liabilities, damages, penalties, costs, expenses (including legal expenses on an indemnity basis) or other loss suffered or incurred by Landmark in relation to any failure to do so, or any liability incurred by Landmark as a result of you failing to observe such requirements or obtain the appropriate authorisations.

8 OBSERVANCE OF CONDITIONS

- 8.1 The Data Originators shall be entitled through an authorised representative on giving reasonable notice to you to enter your premises during normal business hours to check that you are observing the terms of this licence and carry out any appropriate audit and you hereby authorise entry to your premises by an authorised representative of any Data Originator for the purposes of this clause. Landmark shall be entitled to provide your details to any Data Originator on request and any such Data Originator shall be entitled on reasonable notice and during normal business hours to contact you to ascertain compliance with the obligations of this licence.

9 ASSIGNMENT

- 9.1 Landmark shall be entitled to assign or transfer this licence as it shall think fit.
- 9.2 The licence granted to you is personal to you. You shall not assign, transfer, sub-licence or otherwise deal with any of your rights and obligations under this licence without the prior written consent of Landmark.

10 EVENTS BEYOND LANDMARK'S CONTROL

- 10.1 Neither party to this licence shall be liable for any delay or failure to perform their obligations caused by any circumstance beyond their control, and such party shall be entitled to a reasonable extension of time for the performance of such obligation.

11 DISPUTE RESOLUTION

- 11.1 If any dispute arises out of or in connection with these licence terms or their validity ("**Dispute**") the parties undertake, subject to clause 11.2, that prior to commencement of court proceedings they will negotiate in good faith to settle such Dispute by mediation in accordance with the Centre for Effective Dispute Resolution Model Mediation Procedure as in force from time to time, which Procedure is deemed to be incorporated by reference into this clause. Unless otherwise agreed between the parties, the mediator will be nominated by Centre for Effective Dispute Resolution. To initiate the mediation a party shall give notice in writing to the other party to the dispute requesting a mediation. The mediation will start not later than 21 days after the date of service of such notice. If the Dispute has not been resolved to the mutual satisfaction of the parties within 60 days (or such other period as they shall agree) after the date of service of such notice then either party may refer the Dispute to the courts in accordance with clause 12.5.
- 11.2 Clause 11.1 shall be without prejudice to the rights of termination stated in clauses 2.3, 4.11 and 5.1 and in addition shall not prevent Landmark from:
- 11.2.1 applying for injunctive relief in the case of:
 - 11.2.1.1 breach or threatened breach of confidentiality;
 - 11.2.1.2 infringement or threatened infringement of Landmark's or the Data Originators' intellectual property rights; or
 - 11.2.2 pursuing a debt claim for the payment of the Licence Fees.

12 GENERAL

- 12.1 If any provision of this licence is found by either a court or other competent authority to be void, invalid, illegal, or unenforceable, that provision shall be deemed to be deleted from this licence and never to have formed part of the licence and the remaining provisions shall continue in full force and effect.
- 12.2 No delay, failure or omission on Landmark's, or any Data Originator's, part in enforcing, exercising or pursuing any right, power, privilege, claim or remedy conferred by or arising under this licence or by law shall be deemed to be or construed as a

waiver of that or any other right, power, privilege, claim or remedy, nor shall any single or partial exercise of any such right, power, privilege, claim or remedy preclude the exercise of that or any other right, power, privilege, claim or remedy.

- 12.3 Landmark's privacy policy as displayed on its Website and updated from time to time governs the use that it shall make of any information provided by you or an End User.
- 12.4 A person who is not a party to any contract made pursuant to these terms shall have no right under the Contract (Rights of Third Parties) Act 1999 to enforce any terms of such contract and Landmark shall not be liable to any such third party in respect of the Products, save that any Data Originator may enforce any of these terms and conditions against you in accordance with the

Contracts (Rights of Third Parties) Act 1999. Notwithstanding any other provisions of this licence, Landmark may rescind or vary this licence in accordance with its terms without the consent of the Data Originators and accordingly section 2(1) of the Contracts (Rights of Third Parties) Act 1999 shall not apply.

- 12.5 This licence and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and, subject to clause 11.1, each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales.

DATA SPECIFIC ANNEXES

Insert Data Specific Annexes Here

v14.0 Last updated 26 September 2024

