



The Coal  
Authority

**OFFICIAL SENSITIVE: COMMERCIAL**

# Derived Data Licence

## Parties

**The Coal Authority** - a body corporate established under S1 of the Coal Industry Act 1994 of 200 Lichfield Lane, Berry Hill, Mansfield, Nottinghamshire, NG18 4RG ("the Licensor")

and

**Company Name** ("the Licensee") - a company registered in the UK with company registration number XXXXXXXX, whose registered office is at **Company Street, Company Town, Company County, Company Postcode**, and trading as "**Company Name**", ("the Licensee")

(each a "party" and, together, "the parties").

## Conditions of use

1. This Derived Data Licence ("Licence") permits the Licensee to re-use the Data ("Data") specified in Schedule 1 for the sole purposes set out and described in Schedule 2.
2. Definitions used in this Licence are set out in Annex 1.
3. This Licence is a non-exclusive licence for the purposes set out herein.
4. As at the date of this Licence, the Licensor and Licensee agree that the Licensee may use the Data to create the Derived Data Product(s) specified in Schedule 2 on the terms set out in this Licence.
5. The Licensee is not licensed to use the Data in respect of any Derived Data Product(s) not listed in Schedule 2 to which the Licensor has not agreed in writing.
6. The Licensee may produce, manufacture, market, stock, distribute, sell or exploit (all together, "commercialise") any Derived Data Product(s) agreed in accordance with this Licence, subject to the payment of Data Use Charges.

# OFFICIAL SENSITIVE: COMMERCIAL

7. Subject to the Licensee obtaining the Licensor's prior written approval (which approval shall be at the absolute discretion of the Licensor) the Licensor shall permit the Licensee to use its name but not its logo for the purposes of communicating that the Data included in the Derived Data Product(s) were supplied by the Licensor. The Licensee may not use the Licensor's name or logo to suggest or imply that the Derived Data Product(s) containing the Data or any analysis, evaluation or other interpretation made by the Licensee from the Data as specified in this Licence are produced or in any way supported, endorsed or authorised by the Licensor.
8. Neither the Licence granted nor the Data or Derived Data Products to which it applies may be assigned, sub-licensed (other than for in accordance with clause 9 of this agreement for the purpose solely of hosting the Data on its behalf and subject always to the terms of this Licence), rented, lent, re-sold or otherwise transferred by the Licensee.
9. The Licensee may with approval of the Licensor sub-licence the Derived Data Product to a third party customer of the Licensee, in order that the third party can host, store and access the Derived Data Product subject always to the terms of this Licence and applicable Data Use Charges.
10. The Licensee will not amend, modify or adapt the Data or combine the Data with other data to create commercial products or services that incorporate the Data, other than as permitted and described in Schedule 2.
11. When the Licensor's Data is revised any updates will be supplied to the Licensee within the period referred to and in the form prescribed in Schedule 4.

## *General conditions*

12. In this Licence, unless the context otherwise requires:
  - a. words importing a gender shall include both genders;
  - b. words importing the singular shall include the plural and vice-versa;
  - c. the words "including", "include" and "in particular" and words of a similar effect shall not be deemed to limit the general effect of the words which precede them;
  - d. headings are for convenience only and shall not affect the interpretation of this Agreement;
  - e. any reference to a schedule or annex shall be to the Schedules or Annex to this Licence;  
and
  - f. any reference to any legislative provision shall be deemed to include any subsequent re-enactment or amending provision.
13. **Assumptions:** the Licensee acknowledges and accepts that the Data is drawn from the Licensor's Database and that the Licensor may have no direct knowledge of information contained in the Data. The Licensor shall use all reasonable endeavours to notify the Licensee of any material defects or inconsistencies in the Data in so far as it is aware of the same.

## OFFICIAL SENSITIVE: COMMERCIAL

14. **No warranty or representation regarding Data:** the Licensee acknowledges and accepts that the Data are compiled from sources about which the Licensor may not have direct knowledge or control. Whilst the Licensor warrants that it has the necessary rights and permissions in relation to any third party data comprised within the Data and has used reasonable endeavours to verify the quality of the Data, the Licensor gives no warranty and makes no representation that the Data is complete, accurate, up-to-date, reliable or exhaustive, save that the Licensor warrants that its staff shall use reasonable skill and care in compiling and processing the Data. The Licensor furthermore makes no warranties or representations as to the suitability of the Data for any particular use or purpose or as to the value or utility of the Data. The Licensee acknowledges and accepts that the Data is used by it entirely at its own risk. Where the Data is delivered electronically, the Licensor shall use reasonable endeavours to ensure that the Data is free from viruses at the point of transmission and the Licensee shall be responsible for virus scanning the Data prior to receipt of the same. Should any Data supplied contain any error of which the Licensor is or becomes aware, the Licensor shall use its reasonable endeavours to rectify such error as soon as reasonably practicable.
15. **Term:** the term of this Licence shall be **X year(s)** commencing on **Date** ("Term") unless terminated earlier in accordance with clauses 16,17 and 18 of this Licence.
16. In the event that the Licensee wishes to renew the Licence, the Licensee shall give the Licensor at least three months' notice in writing and the parties shall meet to discuss in good faith the terms of any Licence renewal.
17. **Termination by either party:** either party may terminate this Licence by written notice to the other effective forthwith if:
- the other party is in material breach of any term of this Licence and has failed to remedy the breach within 30 days of receiving written notice requiring that the breach be remedied; or
  - the other party ceases to carry on business or is dissolved or is the subject of any insolvency proceedings including liquidation, bankruptcy or administration or an arrangement or composition with its creditors by which any person is appointed over the property or assets or to run the affairs of the Licensee including those persons described in Section 388 of the Insolvency Act 1986 or any subsequent enactment, the Official Receiver, the Accountant in Bankruptcy or any person appointed pursuant to a charge over the Licensee's property pursuant to a scheme of arrangement under Section 899 of the Companies Act 2006 or any subsequent enactment.
18. **Termination by the Licensor:** in addition to its rights under clause 17 above, the Licensor may terminate this Licence by written notice effective forthwith if:
- any sum due from the Licensee under this Licence is unpaid for thirty days; or
  - the Licensee uses the Data for any purpose not expressly permitted by this Licence.

## OFFICIAL SENSITIVE: COMMERCIAL

19. **Termination by the Licensee:** in addition to its rights under clause 17 above, the Licensee may terminate this Licence at any time by serving at least three months' prior written notice upon the Licensor.
20. **Effect of termination:** on termination of this Licence the Licensee and its employees shall immediately cease to use the Data supplied or any interpretations based on it or any materials (whether in hardcopy or electronic form or otherwise) into which the Data is incorporated or any Derived Data Product(s) and shall, where possible, return to the Licensor (if so requested by the Licensor) or, where reasonably possible, destroy all Data in its possession, custody or control (including, for the avoidance of doubt, any back-up copies) and will on request provide a certificate signed by a duly authorised officer of the Licensee that it has complied with this clause. Notwithstanding the provisions of this clause 20, the Licensee may retain copies of all Data supplied under this Licence solely for archival, audit and disaster recovery purposes for a period of up to 12 years from the date of termination of this Licence.
21. **Accrued rights:** any termination of this Licence shall not affect the rights and remedies of either party accrued prior to such termination.
22. **Confidentiality Obligations:** the Receiving Party shall not disclose any Confidential Information of the Disclosing Party to any third party other than any employees or professional advisers who have a need to know it for the purposes of performance of their obligations in relation to this Licence and who are subject to obligations of confidentiality and restrictions upon use the same or greater than those of this clause nor use any Confidential Information of the other otherwise than for the purposes of this Licence, without the prior written permission of the Disclosing Party or as required by law.
23. **Intellectual Property Rights:** the Licensee acknowledges and agrees that the Licensor is the owner of the Database rights and/or copyright in the Data and that any Intellectual Property Rights and other proprietary rights in the Data or otherwise belonging to the Licensor shall remain the property of the Licensor and that the Licensee shall acquire no Intellectual Property Rights or other rights in the Data, whether by operation of this Licence or otherwise. The Licensee may not remove or amend any proprietary notice affixed or attached to the Data.
24. **Security and Monitoring:** the Licensee shall maintain such security as is necessary to ensure that it complies with its obligations under this Licence and that the Data and any materials incorporating or derived from the Data are kept secure. The Licensee will use its best endeavours to monitor usage of the Data to ensure compliance with this Licence and to ensure that the Data is not released or used in breach of this Licence.
25. **Third Party Infringement:** in the event that the Licensee becomes aware of any unauthorised use of the Data, Intellectual Property Rights in the Data, Derived Data Product(s) or Derived Data Product Intellectual Property Rights it will forthwith notify the Licensor in writing giving full particulars of such use and shall make no comment or admission to any third party in respect of such use (save as required by law). The Licensee shall, at the Licensor's request, give the

## OFFICIAL SENSITIVE: COMMERCIAL

Licensor full cooperation and all reasonable assistance in any action, claim or proceedings brought or threatened in connection with any such unauthorised use.

26. **Data Protection & Freedom of Information:** the parties each undertake that they will either as controller or processor of Personal Data and will each comply with any obligations under the UK General Data Protection Regulation (EU2016/679), Data Protection Act 2018 or any subsequent enactment so far as they apply to them. Should any third party seek access to (or seek to be supplied with) all or part of the Data pursuant to the Freedom of Information Act 2000 ("FOI") (or any subsequent enactment) and/or the Inspire Directive 2007, they will be directed by the Licensee and its employees to contact the Licensor. Where the Licensee is not subject to FOI then it will not allow access to or supply Data to such third party. If the Licensee is subject to FOI then it will not allow access to or supply Data to such third party unless obliged by FOI to do so and in any event will not allow such access or supply without first consulting the Licensor of the nature and extent of the proposed access or supply prior to any information being released.
27. **The Licensor's statutory obligations:** this Licence, and the Licensor's obligations under it, are subject to the Licensor's duties under the Coal Industry Act 1994, the Freedom of Information Act 2000, the Environmental Information Regulations 2004, the Re-use of Public Sector Information Regulations 2005 or any subsequent enactments, and the Licensor's other statutory and regulatory duties and obligations.
28. **Liability:** the Licensor's aggregate liability for any loss, damage, cost or other liability (including indirect or consequential loss) arising in relation to the Data or any Derived Data Product(s), or pursuant to this Licence, or from any act or omission arising from or related to this Licence, whether in tort, contract or otherwise shall be limited to one hundred and fifty per cent (150%) of the total amount of Data Use Charges paid to the Licensor hereunder in the contract year in which the loss in question was suffered. .
29. **No liability limitation where excluded by law:** nothing in this Licence shall exclude or limit either party's liability for death or personal injury, fraud or any other liability which cannot be excluded or limited by law.
30. **Indemnity:** each party ("the Indemnifying Party") hereby indemnifies the other party ("the Indemnified Party") against all claims actions losses and damages (together with all costs and expenses reasonably incurred) suffered and/or incurred by the Indemnified Party arising from any claim or action brought against the Indemnified Party by any third party as a result of negligence by the Indemnifying Party. The Indemnifying Party's aggregate liability under this Licence, including the indemnity given in this clause, will not exceed one hundred and fifty per cent (150%) of the total amount of Data Use Charges paid to the Licensor hereunder in the contract year in which the loss in question was suffered.
31. **Further acts:** the Licensee shall at the request of the Licensor do or procure the doing of all such further acts and execute or procure the execution (as a deed or otherwise) of all such documents as may from time to time be necessary in the Licensor's opinion to give full effect to

## OFFICIAL SENSITIVE: COMMERCIAL

this Licence and to vest in the Licensor the full benefit of the rights and benefits to be transferred to the Licensor under this Licence.

32. **Agency:** nothing in this Licence is intended to or shall make either party the agent or partner of the other.
33. **Entire Agreement:** this Licence sets out the entire agreement and understanding between the parties in connection with its subject matter. In particular, each party warrants and represents to the other that in entering into this Licence it has not relied upon any statement of fact or opinion made by the other or the other's officers, servants or agents which has not been included expressly in this Licence.
34. **Force Majeure:** neither party shall be liable to the other for any delay in or failure of performance of its obligations under this Licence arising from any cause beyond its reasonable control, including war, fire, explosion, civil commotion, flood, Act of God, governmental act, or industrial action.
35. **Assignment:** the Licensee may not assign or in any other way make over to any third party its rights and/or obligations under this Licence, either in whole or in part.
36. **Third Party Rights:** a person who is not a party to this Licence shall have no rights under the Contracts (Rights of Third Parties) Act 1999 or any subsequent enactment to enforce any term of this Licence. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
37. **Waiver:** failure by either party to exercise or enforce any rights, or the giving of any forbearance, delay or indulgence, will not be construed as a waiver of its rights under this Licence or otherwise.
38. **Amendment:** this Licence may not be amended, modified, varied or supplemented except in writing upon mutual agreement by the parties and signed by a duly authorised officer of each party.
39. **Severance:** if any provision of this Licence is or becomes invalid or unenforceable it will be severed from the rest of this Licence so that it is ineffective to the extent that it is invalid or unenforceable and no other provision of this Licence shall be rendered invalid, unenforceable or be otherwise affected.
40. **Notices:** any notice required or permitted to be given by either party to the other under this Licence shall be made in writing and addressed and posted or delivered by hand to that other party at its registered office or principal place of business or other such address as may at the relevant time have been notified pursuant to this provision to the party giving notice. Any approval or consent required by the Licensor shall be given by the Chief Finance and Information Officer, or such other person from time to time nominated by the Chief Executive of the Licensor and any approval or consent required of the Licensee shall be given by the signatory to this Licence on behalf of the Licensee or such other person from time to time nominated by the Licensee.

# OFFICIAL SENSITIVE: COMMERCIAL

41. **Licensee Employees:** the Licensee shall ensure that the terms of this Licence are brought to the attention of any of its employees and professional advisers having access to the Data pursuant to this Licence.
42. **Records and Audit Access:**
- a. the Licensee will keep true and accurate accounts and records of all matters relating to this Licence for which it is responsible (the "Records"), and in particular of:
    - i. all Derived Data Product(s) created or used by it or on its behalf;
    - ii. any direct or indirect sale or hire or other disposal of Derived Data Product(s);
    - iii. subject to the Licensor hereby agreeing to keep such information confidential in accordance with clause 22, all customers or other recipients of Derived Data Product(s), and all agreements and communications with (including purchase orders from and invoices to) such customers and recipients; and
    - iv. all revenue invoiced or generated in respect of any direct or indirect sale or hire or other disposal of Derived Data Product(s), in particular all revenue paid or payable by customers or other recipients of Derived Data Product(s).
  - b. the Licensee will permit the Licensor or its duly appointed representative upon reasonable notice to inspect and/or take copies of all or part of the Records as the Licensor may reasonably specify, subject always to clause 22.
43. **Governing law:** this Licence, and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by and construed in accordance with English law and the parties irrevocably agree to submit to the non-exclusive jurisdiction of the English Courts.

## *Payment provisions*

44. Data Use Charges in respect of this Licence shall be payable in accordance with the provisions set out in Schedule 3.
45. Payments shall be made by the Licensee to: **Finance Department, the Coal Authority, 200 Lichfield Lane, Mansfield, Nottinghamshire, NG18 4RG**, within 30 days of the date of the relevant invoice. Any sums outstanding after 30 days shall bear interest, at the rate of 5% per annum above the Lloyds Bank PLC base lending rate, from the date of the invoice to the date of actual payment.

# OFFICIAL SENSITIVE: COMMERCIAL

## *Undertaking*

The undersigned undertakes to observe the conditions of provision of the Data supplied by the Coal Authority as detailed above.

**Agreed for and on behalf of** **Company Name**

Signed:

Name (Print):

Date:

**Agreed for and on behalf of the Coal Authority**

Signed:

Name (Print):

Date:



# Annex 1

## Definitions

In this Licence, the following words and phrases shall, unless the context otherwise requires, have the following meanings:

**"Commercial or commercialise"**- means to produce, manufacture, market, stock, share, distribute, sell or exploit;

**"Confidential Information"** - means all information disclosed (whether in writing, orally, or by another means and whether directly or indirectly) by either party ("**Disclosing Party**") to the other party ("**Receiving Party**") whether before or after the date of this Licence including the Data, the terms of this Licence and any information of the Disclosing Party relating to the Disclosing Party's business, financial or internal affairs, customers, plans, products, operations, know-how, trade secrets or information of a confidential nature but does not include:

- a. information which is generally available to the public at the date of this Licence;
- b. information already known to the Receiving Party at the time of disclosure as evidenced by previously existing written documentation, other than Confidential Information supplied to the Licensee by the Licensor prior to the date of this Licence;
- c. information which is subsequently disclosed to the Receiving Party by third parties having no obligations of confidentiality to the Disclosing Party; and
- d. information which is or becomes generally available to the public in printed publications in general circulation through no act or default on the part of the Receiving Party, its employees, agents or sub-contractors.

For the avoidance of doubt Data or other information which is accessible pursuant to sections 1(1) (d) or 57 of the Coal Industry Act 1994 or any subsequent enactment shall nevertheless be deemed to be confidential pursuant to section 59 of the Coal Industry Act 1994 and shall be deemed not to be generally available to the public for the purposes of this Licence.

**"Data"** - means Data set out in Schedule 1 and received by the Licensee from the Licensor pursuant to this Licence, any other information or data received by the Licensee from the Licensor pursuant to this Licence, and (where the context allows) any updates to the Data received by the Licensee, information or materials that include or use the Data, and any part or parts of the Data;

**"Database"** – means a data structure or comprehensive collection of related data organised for convenient access;

# OFFICIAL SENSITIVE: COMMERCIAL

**"Data Use Charges"** - means Data Use Charges calculated in accordance with the provisions of Schedule 3;

**"Derived Data Product"** - means a product, process or services which has benefitted from, relied on or made use of Data (whether by incorporation of the Data into the Derived Data Product, or by using the Data in the creation of the Derived Data Product, or otherwise) and which the Licensee commercialises or intends to commercialise.

**"Derived Data Product Intellectual Property Rights"** - means any and all Intellectual Property Rights in any Derived Data Product, or which in whole or in part are derived from, based upon or which come into being as a result of the Licensee's use of the Data or the Intellectual Property Rights which subsist in the Data from time to time to create a Derived Data Product;

**"Intellectual Property Rights"** - means all patents, copyrights, design rights, trade marks, Database rights, trade secrets and other confidential information, know-how and other intellectual property rights (whether registered or unregistered) and all applications for such rights;

**"Net Sales Value"** - means, in respect of any direct or indirect sale or hire or other disposal of any Derived Data Product(s), the total amount invoiced in respect of such sale, hire or disposal after deducting allowances for trade discounts and returns for which a credit note has been issued, sales and excise taxes (including VAT).

**"Re-use"** - means using public sector information, for a purpose other than the initial public task it was produced for.

**"Quarter"** - means any period of three months in any contract year commencing on either 1 October, 1 January, 1 April or 1 July, except that the first such period shall begin on the date of this Licence and the last such period shall end on the effective date of termination of this Licence;

**"Term"** - has the meaning given to it in clause 15 (Term);

**Query: derived:** a Derived Data Product in a flat or 'printed format' (where it does not contain a substantial part of the Data and is not substitutable for the Data)

**GIS data per km2: derived:** a Derived Data Product in an interactive format (where it does not contain a substantial part of the Data and is not substitutable for the Data)

**Point of Sale:** the point at which a commercial transaction takes place and completes

# Schedule 1

## Details of Data supplied

1. The following datasets will be supplied :-

- Child Phase
- Coal Outcrops
- Coalfield Consultation Areas
- Country
- Court Order
- Court Order Amendments
- Geological Disturbance - Faults
- Geological Disturbance - Fissures & Breaklines
- In Seam Level Contours
- In Seam Levels
- Legal Notices
- Licence Areas
- Licence Table
- Licensed Roadways
- Licence Area of Responsibility
- Mine Entries
- Parent Phase
- Probable Workings
- Seam table
- Section 46 notices
- Shallow Coal Workings
- Spine Roadways
- Underground Workings
- Unlicensed Opencast
- Working Dates

2. The Licensor reserves the right to alter the attribution and data model of any of these datasets. The Licensor will provide the Licensee with reasonable notice of these proposed changes.

## OFFICIAL SENSITIVE: COMMERCIAL

3. The Licensor will notify the Licensee in writing of any modifications to the data model within 3 months of these changes taking place. These changes include, but are not limited to, any modifications to the fields to be supplied and the format that they will be supplied in.

## Schedule 2

### *Derived Data Product(s) to be produced by the Licensee using the Data in Schedule 1*

1. At the date of this Licence, the Licensor and the Licensee agree that the Licensee may use the Data to create the following Derived Data Product(s):
  - Product name
2. This Licence in respect of Derived Data Product(s) is strictly subject to the following limitations and restrictions:

## Schedule 3

### Data Use Charges

1. In relation to each Derived Data Product sold, hired or otherwise disposed of by the Licensee pursuant to this Licence, the Licensee will pay a Data Use Charge at the Point of Sale for every transaction irrespective of geographical location, whether or not the Licensee has received payment for such Derived Data Product(s).
2. This Data Use Charge shall be for Query: derived and is payable for each component dataset used to create the Derived Data Product(s) within the Coalfield Consultation Area.

Data set	Data Use Charge unit (£)
Area for Mining Report Intervention	As published
Child Phase	As published
Coal Authority subsidence damage claim	As published
Coal Mining Related Hazards	As published
Coal Outcrops	As published
Coalfield Consultation Areas	As published
Country	As published
Court Order	As published
Court Order Amendments	As published
Geological Disturbance - Faults	As published
Geological Disturbance – Fissures & Breaklines	As published
In Seam Level Contours	As published
In Seam Levels	As published
Legal Notices	As published
Licence Area of Responsibility	As published
Licence Areas	As published
Licence Table	As published
Licensed Roadways	As published
Mine Entries	As published
Mine Gas	As published
Parent Phase	As published

# OFFICIAL SENSITIVE: COMMERCIAL

Probable Workings	As published
Seam Table	As published
Section 46 notices	As published
Shallow Coal Workings	As published
Site Investigations	As published
Spine Roadways	As published
Underground Workings	As published
Unlicensed Opencast	As published
Working Dates	As published

These Data Use Charges are exclusive of Value Added Tax.

- This Data Use Charge shall be for GIS data per km<sup>2</sup>: derived and is payable for each component dataset used to create the Derived Data Product(s) based upon the km<sup>2</sup> Area of Interest within the Coalfield Consultation Area. This is an annual Data Use Charge, with a minimum Data Use Charge of 1km<sup>2</sup> and whole multiples thereof.

<b>Data set</b>	<b>Data Use Charge unit (£)</b>
Child Phase	As published
Coal Outcrops	As published
Coalfield Consultation Areas	As published
Country	As published
Court Order	As published
Court Order Amendments	As published
Geological Disturbance – Faults	As published
Geological Disturbance – Fissures & Breaklines	As published
In Seam Level Contours	As published
In Seam Levels	As published
Legal Notices	As published
Licence Area of Responsibility	As published
Licence Areas	As published
Licence Table	As published
Licensed Roadways	As published

# OFFICIAL SENSITIVE: COMMERCIAL

Mine Entries	As published
Parent Phase	As published
Probable Workings	As published
Seam Table	As published
Section 46 notices	As published
Shallow Coal Workings	As published
Spine Roadways	As published
Underground Workings	As published
Unlicensed Opencast	As published
Working Dates	As published

These Data Use Charges are exclusive of Value Added Tax.

Discounts are applied for large areas and multi dataset

Area of Interest	Discounts
1 km <sup>2</sup> - 1,000 km <sup>2</sup>	0%
1,001 km <sup>2</sup> - 2,500 km <sup>2</sup>	20%
2,501 km <sup>2</sup> - 5,000 km <sup>2</sup>	50%
5,001 km <sup>2</sup> - 16,000 km <sup>2</sup>	90%
16,001 km <sup>2</sup> - 29,000 km <sup>2</sup>	100%

No of datasets taken	Discounts
1	0%
2	0%
3	0%
4	0%
5	0%
6	0%
7	0%
8	1%
9	3%
10	8%
11	15%
12+	25%

4. Notwithstanding paragraph 1 above, no Data Use Charge is payable by the Licensee to the Licensor where no more than a reasonable number of Derived Data Product in total are



## OFFICIAL SENSITIVE: COMMERCIAL

provided as samples or for test purposes free of charge or where the Licensee is obliged to reimburse its purchaser due to a defect in the Data and for which defect the Licensor is responsible under this Licence.

5. The Licensee shall submit a statement within 30 (thirty) days of the end of each Quarter setting out, in respect of that Quarter, the Units on the coalfield of Derived Data Product(s) sold, hired or otherwise disposed of, the aggregate total Net sales value in respect of such units and the amount owing and payable to the Licensor as Data Use Charge. The Licensor will submit an invoice for such Data Use Charge following receipt of such statement.
6. The Invoices will be paid by the Licensee in accordance with Clauses 44 and 45 of this Licence.
7. The Licensor may at any time give 6 weeks' notice of an increase in Data Use Charges payable. The Licensor shall not give notice of an increase in Data Use Charges more than once in any 12 month period. In the event that the Licensor and the Licensee cannot reach agreement on the further proposed increase then the Licensor may terminate this License on 30 days' notice, notwithstanding that the Initial Term may not have expired.

## *Schedule 4*

### *Data update frequency*

Weekly data delivery: the Data package will be supplied by close of business on each Friday of the week. If the Friday falls on a Bank Holiday, the Data will be delivered by close of business on the preceding Thursday. On the receipt of the first Data package, the file will include an Esri File Geodatabase (V10.0) containing the Data, .lyr symbology files and User Guides in PDF format. Future updates will not include the .lyr files and User Guide, unless any amendments have been made in which case, this/these will be supplied with the Data package. All weekly updates will contain a full Data set and not change only updates. The Data will be delivered through Egress – an online data sharing system. The Licensor reserves the right to transfer the Data through encrypted USB if Egress is unavailable. The encrypted USB will arrive by close of business on the following Monday.