

# LICENCE AGREEMENT FOR CADENT GAS LIMITED DVD RELATING TO MAINS RECORDS

Cadent Gas Limited (Company No. 10080864) whose registered office is at Ashbrooke Court, Prologis Park, Central Boulevard, Coventry, CV8PE, will license the User to use its mains records as supplied on DVD for operational purposes only.

THE USER MAY NOT USE THE DVD OR ANY OF THE CONTENT OF THE DVD UNLESS AND UNTIL THE USER HAS SIGNED AND RETURNED THIS LICENCE AGREEMENT (THE "AGREEMENT") TO CADENT GAS LIMITED.

1. As a condition of this Agreement the User acknowledges that ownership of all intellectual property rights (including without limitation patents, trade and service marks, rights in designs, database rights, copyright and related rights, trade secrets, know-how and rights in confidential information in each case whether registered or unregistered and including applications for and the right to apply for them) ("Intellectual Property Rights") in the content held on the DVDs (including without limitation the data and software contained on the DVDs) belongs to and will remain with Cadent Gas Limited (or its licensors as applicable). In addition, the User agrees that:

- (a) the DVDs contain Ordnance Survey mapping data and the User shall:
  - (i) only use the Ordnance Survey mapping data pursuant to the User's statutory rights to request and Cadent Gas Limited's statutory obligations to provide the gas mains data held on the DVD and for no other reason and only for the purposes of viewing and printing such gas mains data; and
  - (ii) shall indemnify Cadent Gas Limited in full against all liability, loss, damages, costs and expenses (including loss of profit, loss of use, loss of production, business interference or increased cost of working or any other special or consequential loss) awarded against or incurred or paid by Cadent Gas Limited as a result of or in connection with a breach by the User of the terms of this Agreement including without limitation any use of the Ordnance Survey mapping data by the User that places Cadent Gas Limited in breach of its obligations under Cadent's head-licence with Ordnance Survey.
  
- (b) any other third party products, which may be included on the DVDs at Cadent Gas Limited's discretion will be governed by the terms of this Agreement together with the standard licence terms of such third parties and the User agrees to be bound by such licence terms.

2. Subject to the User complying with the other terms of this Agreement, the User is entitled to carry out the following Permitted Acts set out in clause 2.1 in respect of the DVD and its contents. The User is not entitled to and undertakes not to do any of the Not Permitted Acts set out in clause 2.2 in respect of the DVD and its contents:-

## 2.1 PERMITTED ACTS BY THE USER:

- To use the gas mains data contained on the DVD for the user's own operational purposes;
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- To use the enclosed PC viewing software to view and print the gas mains data contained on the DVD for the user's own operational purposes; and
- To use the Ordnance Survey data contained on the DVD solely to enable the user to view and print the gas mains data contained on the DVD.

## 2.2 NOT PERMITTED ACTS BY THE USER:

- To sub-license this Agreement or any of the User's rights or licences granted under it to any third party;
- To copy the data and/or software, in part or in whole, from the DVDs except where and to the extent otherwise required to be permitted by law other than for (a) temporary copies created incidentally in the course of running the DVDs and; (b) for a single copy of the DVD's contents made and used solely for back-up purposes (which shall be treated for the purposes of this Agreement as part of the DVD);
- To merge the software in part or in whole with any other software;
- To use viewing software other than that supplied on the DVDs to view any of the data contained on it;
- To forward the DVDs to any third party;
- To use prints of the mains data for any purpose other than showing the location of gas network plant, unless the appropriate Ordnance Survey digital mapping licence has been purchased by the User;
- To alter, adapt, modify, translate, reverse engineer, disassemble or decompile the software contained on the DVDs in any way or for any purpose, including without limitation, for error correction except as and to the extent expressly required to be permitted by law.

3. The User acknowledges and agrees that the Ordnance Survey data contained on the DVDs may not be produced or distributed for commercial purposes.

4. Subject to the availability of resources Cadent Gas Limited will provide updated DVDs on a quarterly basis during each 12 month period running from 1<sup>st</sup> July to 30<sup>th</sup> June ("Subscription Year") and for the purposes of this Agreement a quarter shall mean consecutive period of 3 months beginning at the start of the Subscription Year.

5. Subject to paragraph 6, for a period of 30 days following delivery by Cadent Gas Limited of a DVD in accordance with this Agreement, Cadent Gas Limited shall within a reasonable period of time, at Cadent Gas Limited's option, use reasonable efforts to repair or replace any such DVD which the User has notified to Cadent Gas Limited in writing is defective and which has been returned to Cadent Gas Limited. Cadent Gas Limited does not warrant that the operation of the DVDs including the data or software contained on them will be uninterrupted or error-free.

6. Cadent Gas Limited's obligations to repair or replace DVDs under paragraph 5 shall only apply where the DVDs are installed and used under appropriate use and service conditions and in accordance with the remaining provisions of this Agreement. For the avoidance of doubt Cadent Gas Limited shall not be liable for any defect or failure of the DVDs and the obligations of Cadent Gas Limited shall not apply in respect of defects or failures not directly caused by Cadent Gas Limited to the extent that they are attributable to:

- (a) any modification of the DVDs including the data or software contained on it by persons other than Cadent Gas Limited or those expressly authorised by it;

- (b) defects or failures in hardware, operating systems or other software or data with which the DVDs including the data or software contained on it operates or their incorrect configuration;
- (c) defects or failures resulting from the incorrect installation of the DVDs including the software or data contained on it except where this is caused directly by Cadent Gas Limited's default; or
- (d) defects or failures due to operator error or events outside the control of Cadent Gas Limited.

7. Subject to paragraph 11, the data supplied on this DVD is up to date at the time of issue and whilst Cadent Gas Limited will use reasonable endeavours to verify the accuracy of any data Cadent Gas Limited makes no representation or warranty express or implied in relation to its accuracy. Service pipes, service valves, siphons, stub connectors, etc. are not shown but their presence should be anticipated. No liability of any kind whatsoever is accepted by Cadent Gas Limited, or their agents, servants or contractors for any error or omission. Safe digging practices, in accordance with HS (G) 47, must be used to verify and establish the actual position of mains, pipes, services and other apparatus on site before any mechanical plant is used. It is your responsibility to ensure that this information is provided to all persons (either direct labour or contractors) working for you on or near gas apparatus.

8. Subject to paragraphs 9 and 11, Cadent Gas Limited's total aggregate liability in contract, tort (including without limitation negligence) breach of statutory duty, misrepresentation or otherwise, arising in connection with this Agreement will be limited to and shall not exceed £200.

9. Subject to paragraph 11, Cadent Gas Limited's total aggregate liability in contract, tort (including without limitation negligence) breach of statutory duty, misrepresentation or otherwise, arising in connection with this Agreement in connection with any use by the User of the Ordnance Survey mapping data or any other third party products, information, materials or data contained on the DVDs will be limited to and shall not exceed any sums recoverable by Cadent Gas Limited from Ordnance Survey or any other relevant third party in respect of any such claim.

10. Subject to paragraph 11, Cadent Gas Limited will not be liable to the User in contract, tort (including without limitation negligence), breach of statutory duty, misrepresentation or otherwise for any economic loss of any kind including but not limited to:

- (a) loss of use, profit, anticipated profit, business, contracts, overhead recovery, revenue or anticipated savings);
- (b) any damage to the User's reputation or goodwill;
- (c) any product recall or business interruption costs; or
- (d) any special, indirect or consequential loss or damage,

arising out of or in connection with this Agreement even if Cadent Gas Limited has been advised of such loss or damage.

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11. Nothing in this Agreement shall exclude or limit Cadent Gas Limited's liability for death or personal injury resulting from the negligence of Cadent Gas Limited or that of Cadent Gas Limited's servants, agents or employees or any liability for fraud or for any other liability that cannot be excluded or limited by law.

12. Mains shown on the DVDs are those owned by Cadent Gas Limited in their role as a Licensed Gas Transporter (GT) Gas pipes owned by other GTs or otherwise privately owned may be present in the area. Information about such pipes should be obtained from their relevant owners.

13. The background data is produced by Ordnance Survey and is subject to Crown Copyright. Cadent Gas Limited is required to forward details to Ordnance Survey of Users it has supplied data to.

14. The User shall indemnify Cadent Gas Limited in full against all liability, loss, damages, costs and expenses (including loss of profit, loss of use, loss of production, business interference or increased cost of working or any other special or consequential loss) awarded against or incurred or paid by Cadent Gas Limited as a result of or in connection with a failure by the User to obtain any licence, consent or other permission from Ordnance Survey to use any of Ordnance Survey's Intellectual Property Rights contained on the DVD, as required by this Agreement.

15. The User may terminate the Agreement by writing to the following address, enclosing any DVD. Cadent Gas Limited may also terminate this Agreement at any time on giving the User 7 days notice of termination in writing. On termination by of this Agreement, the User shall return all DVDs supplied to it under the Agreement.

16. If any provision of this Agreement is held by any competent authority to be unlawful, invalid, unenforceable or in conflict with any rule of law, statute, ordinance or regulation, to any extent such term, condition or provision shall to that extent be severed from the remaining terms and conditions which shall continue to be valid and enforceable to the fullest extent permitted by law.

17. This Agreement is personal to the User and the User may not assign, hold on trust or otherwise transfer, part with or share any of its respective rights or obligations under this Agreement (or purport to do so) without the prior written consent of Cadent Gas Limited.

18. The validity construction and performance of this Agreement will be governed by the laws of England and the parties hereby submit themselves to the exclusive jurisdiction of the English courts.

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