



**Cities Revealed® Restricted User Licence**

**IMPORTANT - READ CAREFULLY BEFORE using the data or opening the data ON THE CD-ROM/FLOPPY DISK/HARD COPY. This is a legal agreement between you, ("the Customer") (either an individual or a legal entity such as a corporation) and The GeoInformation® Group Limited ("the Publishers"). By opening the data you are agreeing to be bound by the terms of this agreement. If you do not agree to the terms of this agreement, promptly return the unopened CD-ROM/floppy disk/Hard copy and the accompanying items (including written material) to the place you obtained them.**

**1. General**

a) These terms and conditions ("the Agreement") shall exclusively govern the grant of a non-exclusive licence to the Customer by the Publishers for the use of the Product. For the purposes of this Agreement:

"Product" means the image on the CD-ROM/floppy disk/Hard copy and the accompanying materials;

"Derived Product" means an image compiled by the Customer that contains any element of the Product;

b) The Customer may not assign or sub-license any of its rights or obligations under this Agreement without the prior written consent of the Publishers.

c) This Agreement is governed by the Law of England and the parties accept the non-exclusive jurisdiction of the English courts.

**2. Grant of Licence**

The product shall for the purposes of this agreement constitute to the following:

**The product is supplied TO: OpenStreetMap Foundation**

**For the explicit purpose OF: OpenStreetMap Foundation: In perpetuity licence for 50cm imagery derived from 5cm base; To extract features as similar to those already in Open Street Map (no digitising of house boundaries, trees, road markings or land use). Licence commencing 11 July 2010.**

**The product may not be used for additional purpose except as described above without the prior written consent of the publisher.**

For the avoidance of doubt, the Product shall remain the exclusive property of the Publishers at all times.

**3. Proprietary Rights in the Product**

Copyright and all intellectual property rights in the Product including in any images, photographs, animation, videos, audio, music, software and text incorporated in the Product are owned by the Publishers or their suppliers and are protected by United Kingdom copyright laws and international treaty provisions and the Customer acknowledges that it has no rights therein except as set out in this Agreement.

**4. Other Restrictions**

a) The Customer may not, except as provided in this Agreement:

i) duplicate, (except as provided in this Agreement) transfer, sell, rent, lease or commercially exploit the Product, or information contained therein or any Derived Product; or

ii) alter, merge, modify or adapt the Product or any part thereof in any way including disassembling or decompiling except as permitted by law;

iii) remove or obscure copyright notices.

iv) provide a bureau service to a third party for the benefit of or on behalf of a third party

iv) incorporate the data into a third party product

b) The Customer may download extracts from the Product in order to develop a Derived Product only for the Customer's internal and non-commercial purposes provided that:

i) all such Derived Products shall acknowledge the original source of the base information as being the Product and shall contain the same copyright notices in respect of the base information as appear on the Product. The copyright notice shall be "Cities Revealed aerial photography copyright The GeoInformation Group 2009", and shall be placed - together with the Cities Revealed® logo on the data and/or image or as reasonably near to the data and/or image to acknowledge copyright.

ii) the Customer does not re-sell, hire or use a Derived Product for any external purpose except that covered by this agreement without having received the prior written approval of the Publishers.

iii)

**5. Compliance**

The Customer agrees to provide to the Publishers on demand a certificate signed by an officer of its organisation certifying that its organisation has fully complied with the terms of this Agreement.

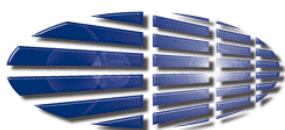
Signed in agreement

.....Company: **The GeoInformation Group**.....Date 16 July 2010

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.....Company: **OpenStreetMap Foundation** .....Date.....

**Licence No. 3509**



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