

Task 3.6 Report

Data provider agreement

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Date: January 2019

Version: 1.0



Change Summary

Version	Date	Author/Editor	Change Summary
1.0	15/01/2019	Angela Baker	Draft of initial document
2.0	27/02/2019	Angela Baker	Update of document
3.0	24/04/2019	Angela Baker	Finalisation of document

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I Introduction

I.1 Work Package description

The requirement for a Data provider agreement was to ensure two points:

- That all providers of open data to the Open ELS project understood the terms under which they were providing data
- That the ELS Owner could offer one harmonised Open Data license for the use of Open ELS services for all end users

With these points in mind there was a requirement to deliver a data provider agreement (DPA) for Open ELS. Data providers were required to agree to this, regardless of whether their data was already provided under an open data license in their country.

The aim of task 3.6 was to deliver a DPA which included the relevant terms and conditions for Open ELS. The second part of the task was to gain agreement and signed data provider agreements from data providers for the services which were to be provided under Open ELS.

I.2 Activity Leader and Task Leaders

The activity was delivered by the following individuals:

- Task leaders: Angela Baker (EGHO)
- Partners: Ashley Wright, License Developer (OSGB)
- Saulius Urbanas, (EGHO) Contacts with DPs, follow up from ELF
- Marjana Zelic (EGHO), Support on Data provider queries

I.3 Description of deliverables and results

The deliverables of this task are the signed agreements of the Data providers. The list of signed data agreements is provided in Annex A and the milestone is the Data provider agreement template. This template is provided in Annex B.

2 3.6 - The Task

2.1 Drafting the Data provider agreement

Following the planning process (allocating tasks and resources), the first decision point was whether a completely new agreement was required or if the existing ELF DPA could be amended. This second option was the preferred approach as there were already a number of data providers to this ELF data provider agreement and there was provision within it to amend it. Acceptance of the changes could be done by email rather than asking existing ELF data providers to sign a new agreement.

The amendment of the agreement had to reflect an update from ELF to ELS, which originally had permitted evaluation and development licencing, but also had to be updated to permit the ELS Owner to onward license data under the Open ELS data license.

Various tasks were interdependent; the Open data policy task had to be nearly completed before the license could be drafted, and the DPA could not be finalised until the license was confirmed.

GDPR and IPR issues were also considered in the drafting of the agreement. It was agreed that the point of the DPA was that the ELS Owner was being granted a right to sublicense the national IPR. Users therefore did not have IPR to the original data, but were granted a perpetual right to use it. This is in part why data publishers require attribution/copyright, to acknowledge that they are in fact the IPR holder in the source data. The attribution guide was a sub task in Task 4.3.

There were also decisions to make about how to reflect what services / products the data providers were giving permission to. It was agreed that there would be one table where data providers could detail the services rather than including an annex for each service. This covered both Open and non Open services.

There was no requirement to circulate changes within the DPA for review as there had been discussion regarding the license, and the DPA was simply reflecting the terms in the license.

The data provider agreement was finalised in June 2018 and is provided in Annex B.

There has been some feedback since releasing the DPA and there is a list of small amendments that can be made in the future if necessary.

2.2 Signing the agreement

In July 2018 all existing ELF data providers were contacted and asked to review the amended agreement and confirm their acceptance of the changes to the ELS DPA. They were sent clear documentation on what had changed. This communication was sent to 23 members.

The next step was, in collaboration with the product group in Activity Four, to identify and gain permission for the first set of key services from target countries.

There were seven target members identified all of whom were existing ELF partners. Each were contacted, explaining what services of theirs had been selected to be included in the first release, and detailing how they should complete the Annexes to permit this. All seven completed the Annexes giving permission for their data to be included in the First release.

The product group decided to also try and launch a new product, the Open Regional Gazetteer Service. More information about the product can be found in reports from Activity 4. This product required no technical input from any member as it takes data from existing EuroGeographics Pan European products, however as it is classed as a new product, under Open ELS, existing agreements did not cover the required legal permissions.

Two groups were identified and contacted to gain required permissions:

- Existing ELF data providers who are data providers for current Pan European products, ERM / EBM
- Potential new ELS data providers who are data providers for current Pan European products, ERM / EBM.

The initial target seven members were also asked to give permission for this gazetteer product.

There was a disappointing response to this request, so to try and increase take-up, a webinar was given on 23rd Jan 2019. This was followed up with a letter to both groups from the EuroGeographic's Secretary General and Executive Director. At the close of the project there are 28 data providers included in this product.

To complete the project, the work of 3.6 focussed on gaining permissions for the WFS to allow for the best coverage as possible of these Open ELS Services. Work in Activity Three focussed on what was technically available as well as what permissions were available to allow release of the service. There are differences between the data provider agreement list, and the list of technically available services. Services could only be published where they were technically available and also permission had been given.

2.3 Challenges

Throughout this task there were some key challenges:

- Despite there being no technical input required for Gazetteer it was still a challenge to gain permission, despite information being sent multiple times and a webinar being run, the final response was very positive but it took a lot of work to get to that point.
- The link to technical performance was slightly disjointed, so for some services there is permission to use them but there is a technical issue that means it cannot be released. This was mostly solved towards the end of the project.
- It was difficult to explain and ensuring data providers understood why they were required to sign the DPA when their data was already available under an open data license.

3 Summary

The key achievement of this task is that there is a Data provider agreement available, and that it has already been signed by various data providers allowing the project to release key first services.

The key challenges were in gaining signatures for these services, specifically the Open ELS Regional Gazetteer. Also ensuring data providers understood that even if their data was already open, to allow the ELS Owner to release it under a single harmonised open license, they were required to agree to the ELS DPA.

Future activity could focus on gaining more signed data provider agreements but this should be done in line with any the Product release plan so that priorities are aligned, ensuring technical and licensing activities are completed in unison and effort is focussed.

4 Annex A – List of Data Providers

Country	Member	Open ELS Addresses	Open ELS Buildings	Open ELS Trans - RAIL	Open ELS Trans - ROAD	Open ELS CIM	Open ELS Gazetteer Data
Czech Republic	Czech Office for Surveying, Mapping and Cadastre	y	y	wms open / wfs not open	wms open / wfs not open	y	y
Denmark	Agency for Data Supply and Efficiency			y	y		y
Finland	National Land Survey of Finland	y	y	y		y	y
Netherlands	Kadaster Netherlands	y	y	y	y	y	y
Norway	Norwegian Mapping Authority	y	not open		y	n	y
Spain	National Geographic Institute	y		y	y		y
Spain	General Directorate for the Cadastre	y	y			y	n
Denmark	Danish Geodata Agency					y	n
Belgium	National Geographic Institute						y
France	National Institute of Geographic and Forest Information						y
Great Britain	Ordnance Survey						y
Germany	Federal Agency for Cartography and Geodesy						y
Iceland	National Land Survey of Iceland		y		y		y
Iceland	Registers Iceland	y	y			y CP	n
Ireland	Ordnance Survey Ireland		n - not open				y
Lithuania	National Land Service under the Ministry of Agriculture		y				y
Poland	Head Office of Geodesy and Cartography	y				y but not including BU	y
Portugal	Directorate General for Territory						y
Slovenia	Surveying and Mapping Authority of the Republic of Slovenia	y	y			y	y
Sweden	The Swedish mapping, cadastral and land registration authority						y
Austria	Federal Office of Metrology and Surveying						y
Cyprus	Cyprus Department of Lands and Surveys						y
Estonia	Estonian Land Board						y
Georgia	National Agency of Public Registry						y ERM only
Greece Mil	Hellenic Military Geographical Service						y

Open European Location Services (Open ELS)

Hungary Mil	Geoinformation Service of Hungarian Defence Forces						y ERM only
Kosovo	Kosovo Cadastral Agency						y EBM only
Luxembourg	Administration of the Cadastre and Topography						y
Northern Ireland	Land and Property Services						y
Slovakia	Geodesy, Cartography and Cadastre Authority of the Slovak Republic						y
Switzerland	Federal Office of Topography Switzerland						y

5 Annex B

ELS Data Provider Agreement

- Between:** **ELS Owner: EuroGeographics AISBL**, an international non-profit organisation under title III of the Belgian law of 27 June 1921 on non-profit organisations, non-profit international organizations and foundations, with its registered address Rue du Nord, 76, 1000 Brussels, Belgium
- And :** [**Name**], an organisation having the status of a [**•**] registered under the laws of [**•**] with its registered address [**•**], hereinafter referred to as the **ELS Data Provider**.

I Background

- 1.1 ELS (the European Location Service) is a technical infrastructure which delivers authoritative, interoperable, cross-border geospatial reference data. It includes software and hardware solutions to establish and operate in the infrastructure.
- 1.2 This agreement sets out the legal framework between the ELS Data Providers and the ELS Owner for the supply and sublicensing of data and services.

2 Definitions

Authoritative data - data that are kept and updated by a trusted source and used through the national spatial data infrastructure.

ELS data - geospatial reference data including vector and raster data in accordance with one or more ELS specifications and made available through ELS.

ELS data owner - intellectual property owner of ELS Data.

ELS data provider- legal entity providing ELS data under agreement with the ELS Owner and/or an ELS Data Owner.

ELS data provider service - ELS Service provided by an ELS Data Provider for use in the ELS.

ELS data specification - specification for production of ELS data providing a detailed description of spatial datasets provided by ELS Data Providers as harmonized geospatial reference data for Europe at different levels of detail together with additional information that will enable the data to be created.

ELS licence - the licence terms for ELS Data & ELS Services.

ELS owner - legal entity owning the concept of ELS and responsible for the operations of ELS.

ELS product - a market offering from ELS that conforms to an ELS Product Specification and includes terms for access and licensing.

ELS product specification - specification based on the ELS data specifications providing a detailed description of a dataset or dataset series together with additional information that will enable the datasets to be supplied to and used by another party through ELS.

ELS service - spatial data service operating on ELS data.

Reference data - geospatial data, which gives an unambiguous location for a user's information by providing a geographic context which enables merging of data from various sources.

Initial Period – Meaning a period of two years following the commencement of the agreement upon signing

In this Agreement, ELS Data and Services refers to data and services provided by the ELS Data Provider.

3 Application of this Agreement

- 3.1 Each party shall be referred to as “a Party”; both parties may be referred to as “the Parties”. They have agreed to sign this agreement (hereafter “the Agreement”).
- 3.2 The agreement and its annexes sets out the framework for the terms associated with providing the ELS Data and Services to the ELS Platform for use in ELS Products on a non-exclusive basis.
- 3.3 This Agreement is governed by, and will be construed in accordance with, Belgian Law.
- 3.4 The intellectual property of the ELS Data Provider remains with the data publisher and the application of rights is subject to national law.

4 Annexes

- 4.1 This agreement consists of the following annexes:
 - Annex I: List of the Data Providers Data and Services for ELS.
 - Annex II: Agreed requirements for the ELS Data and Services.
 - Annex III: Licensing and pricing for ELS Data and Services.
 - Annex IV: Restrictions and attribution requirements for ELS Data and Services.
 - Annex V: Change registry
- 4.2 Annex III is required if Annex I lists any of ELS Data and Services as requiring the grant of sublicences. Annex IV is required if Annex I lists any of ELS Data and Services as being restricted due to national law.
- 4.3 Annex V is required for changes made after the initial period of the agreement.

5 Obligations

- 5.1 The ELS Data Provider will provide ELS Data and Services as listed in Annex I, conforming to the technical specification of the ELS Platform as agreed in Annex II, for use in ELS products.
- 5.2 The ELS Owner will operate the platform in accordance with agreed terms of this Agreement and its Annexes.
- 5.3 The Parties are responsible for any employees or contractors they use in these matters.

6 Subcontracting

- 6.1 Both parties are allowed to subcontract a third party to meet any of their obligations under this agreement.
- 6.2 The subcontracting party remains responsible for ensuring the contractor's compliance with the technical specification and the terms and conditions of this agreement and retains liability in conditions where a breach occurs
- 6.3 Subcontracting does not include the grant of sub-licenses by the contractor.
- 6.4 Subcontractors may, where an applicable licence or subcontract agreement exists, share ELS Data & Services, (to include the results of any testing or performance reviews and other such materials that are created as a result of subcontracting tasks) with other subcontracting parties, for the sole purpose of carrying out agreed works.

7 Confidentiality

- 7.1 Confidential information is any information declared as such at the time of disclosure.
- 7.2 Where information is given as confidential by one party, the other parties are under a duty not to disclose that information or to use it improperly for its own purposes.
- 7.3 No party will be under the obligation to keep information confidential, where that Party is required to disclose such information under law.
- 7.4 The obligations contained in this Clause shall survive the expiry or termination of this Agreement.

8 Force Majeure

- 8.1 Both parties shall be entitled to suspend the performance of all or part of their obligations prevented or delayed by a case of Force Majeure, provided that they immediately inform the other Party and make their best efforts to reduce the negative impact for the other Party of such suspension.
- 8.2 No party shall be liable for failures and shall not have the right to terminate this licence agreement for any delay or failure in performance under this licence agreement if such delay or failure is caused by Force Majeure.

9 Warranty and Liability

- 9.1 Clause 9.2 – 9.4 apply generally, and only come into effect where the ELS Data Provider is not the ELS Data Owner, under conditions as specified in Annex I.
- 9.2 The ELS Data provider will
 - 9.2.1 Be solely responsible for complying with the Intellectual Property Rights (IPR) of any third parties in the reference data supplied to ELS
 - 9.2.2 Be solely responsible for complying with General Data Protection Regulation (GDPR) in term of data supplied to ELS.

- 9.2.3 Warrant that they have all the rights in the reference data that they pass to ELS Platform and will indemnify the ELS Owner against any infringements of third parties' IPR, where this has occurred as a result of the ELS Data Provider's actions.
- 9.3 Neither of the Parties shall be liable for economic, commercial or financial loss, loss of data, loss of image, loss of expected profits or savings and for any other indirect or consequential damage.
- 9.4 The ELS Data Provider shall not be liable for any damage arising out of reliance upon, use or inability to use ELS Products.
- 9.5 Neither of the Parties accepts liability for damages due to the occurrence or transmission of computer viruses. Every User is obliged to employ the latest available virus scanning programs to protect their own hardware and software and to check the data and software transmitted by other users or deposited on the ELS platform.

10 Conflict resolution

- 10.1 In the event of any dispute over the agreement, the Parties shall attempt first to resolve the issue by negotiation.
- 10.2 In the event of the said issues not being solved within 3 months from the start of the negotiations, either party may bring the issue to the applicable Belgian court of law.
- 10.3 The Data Provider may not suspend the agreement during the conflict resolution period unless it is a Force Majeure situation.

11 Amendment

- 11.1 The agreement including its Annexes can be amended by mutual consent at any time.
- 11.2 The agreement can be amended by notifying the other party of such amendments in writing with a minimum of 3 months notice. This can be extended by the arrangements in 11.2.1.
 - 11.2.1 Changes in national services including withdrawing existing services and providing new services, is done according to procedures in Annex I and Annex III if applicable.
 - 11.2.2 In the case of changes in national policies, that requires changes to the terms of this Agreement, the parties will agree on the changes and the transition from the old to new agreement, with due consideration for the customers and the conditions in Annex I and Annex III if applicable.
- 11.3 Amendments must be in writing and noted in Annex V and in the other Annexes as applicable.

12 Period and termination

- 12.1 This agreement runs for a period of 2 years from the date of signing, the Initial Period, and is automatically renewed for 2 years at a time, unless it is terminated according to terms under.
- 12.2 Notice of termination can be given any time by either party, such period of notice being no less than one year from the date of notification.

12.3 Once notice is given, either party can request that the agreement remain in force for an extended period, to be negotiated, the exact terms of which are to be regulated in Annex I and Annex III if applicable. This request to be not unreasonably refused by the other party.

Signatories Parties hereby acknowledge that all articles of this Agreement have been read and properly understood therefore they signed it in two original copies

For ELS Owner

For Data Provider

Date:.....

Date

Name

Name

.....
(sign)

.....
(sign)

Annex I: List of the Data Providers Data and Services for ELS

This annex is listing data or type of service for ELS, provided under this agreement.

List of data and services:

Dataset	Theme	Service type or data format	OpenELS Service	Comments
Name of dataset	AU, AD, etc.	WMS/WFS/Atom Feed	Yes / no	Indicate here if the Data Provider is not the Data Owner

If the Data Provider is not the Data Owner, it needs to be stated here

- What arrangements the Data Provider has with the Data Owner; and
- What the terms for warranty and liability will apply.

Licensing arrangements is to be covered in Annex III, also for third party data.

Withdrawing or Inclusion of Data / Services

Should the data provider wish to withdraw any named data / service from Annex I, they are required to provide written notification to EuroGeographics giving no less than 12 months notice of intent.

In the event that a Data Provider wishes to make a significant technical change to a dataset or service already supplied to ELS, and documented in this annex, that means it no longer meets the requirements as defined in the reference documentation, and may affect the end user, the Data Provider must provide written notification to EuroGeographics of its intent to do so, giving no less than 12 months' notice.

- Where users of the ELS would be impacted by such a change, EuroGeographics may request an extension to the supply of data under existing arrangements for a period to be agreed between the parties. Such a request not to be reasonably refused
- Should such a change be considered to be detrimental to the operation of the ELS or its users, both parties agreed to consider/negotiate alternatives

Inclusion of new data / services

Inclusion of new data and services should be organized by submitting the updated Annex I and carrying the actions as laid down in the Annex II.

Annex II: Agreed requirements for the ELS Data and Services

I. Documentation

1.1 This annex refers to the following documentation provided by the ELS Platform owner and agreed as the basis for providing services according to this agreement:

a) ELS Data specifications;

The ELS data specifications correspond to the specifications as have been produced in the European Location Framework (ELF) project. Data providers shall arrange the data and web-services according to following service types and respecting the requirements in the reference documentation: [ELS Data specifications](#)

b) ELS Service Level Agreement

The services shall be provided by Data provider according to the requirements as laid down in the [Implementing Rules for Spatial Data Services](#) and [Technical Guidelines](#) implementing the EU Directive 2007/2/EC (INSPIRE directive).

[ELS Service Level Agreement](#)

Agreed rules and procedures for how to change this documentation

Adding new data specifications

ELS Owner will from time to time add further data specifications to the above ELS Data Specifications document, 1.1a. Notifications of new additions will be provided by email from the ELS Owner.

Modifying data specifications

ELS Owner may choose to modify or update the ELS Data specifications by giving the ELS Data Provider suitable notice with no less than six months

- 1.1 Subject to the terms of this OpenELS Licence, the Licensor grants You a worldwide, royalty-free, non-exclusive, irrevocable licence to exercise the Licence Rights in the OpenELS Data to;
 - 1.1.1 copy, publish, distribute, re-use and share the OpenELS Data
 - 1.1.2 adapt the OpenELS Data
 - 1.1.3 exploit the OpenELS Data commercially and non-commercially, for example by combining it with other information or inclusion within your own product or service
- 1.2 Where Exceptions and Limitations apply to your use of the OpenELS Data, this licence does not apply, and you are not required to comply with its terms and conditions

2. Licence Conditions

- 2.1 You must, where you exercise any of the Licence Rights above, acknowledge the source of the OpenELS Data in your product, application, any derivative, or adaptation. You must do this by including or linking to any attribution statement provided by the Licensor
- 2.2 If you share or redistribute, either commercially or non-commercially you must retain
 - 2.2.1 Identification of the creator(s) of the OpenELS Data in addition to the Licensor
 - 2.2.2 Conditions as per 2.1
 - 2.2.3 Notice that refers to this licence
 - 2.2.4 Notice of warranty in this licence
 - 2.2.5 An indication of any modifications or adaptations made to the OpenELS Data
- 2.3 This licence does not cover
 - 2.3.1 Any personal data identified within the OpenELS Data
 - 2.3.2 Third party intellectual property rights the Licensor is not authorised to license
 - 2.3.3 Patent or Trademark rights

3. Non-Endorsement

- 3.1 This licence does not grant you any right to use the OpenELS Data in a way that suggests any official status or endorsement by either the creator or Licensor

4. Disclaimer of Warranty & Liability

- 4.1 The OpenELS Data is provided 'as is' and the creator and/or Licensor makes no representations or warranties of any kind concerning the OpenELS Data, whether express, implied, statutory, or other
- 4.2 To all extent, in no event will the creator and/or Licensor be liable to You for any loss, costs, expenses or damages arising from your exercising the Licence Rights under this OpenELS Licence or use of OpenELS Data to the maximum extent permitted by law
- 4.3 The Licensor does not guarantee the continued supply of the OpenELS data

5. Other Terms

- 5.1 Any arrangements or agreements regarding the OpenELS Data not stated in this licence are separate from and independent from the terms and conditions of this OpenELS Licence
- 5.2 No term or condition of this licence will be waived and no failure to comply consented to unless expressly agreed to by the Licensor

6. Governing Law

- 6.1 The licence is governed by the laws of the jurisdiction in which the Licensor is based, unless otherwise specified

7. Definitions

- 7.1 In this licence the terms below have the following meanings:

‘OpenELS Data’ means the data product or service published by the Licensor that may constitute the intellectual property of one or more creators and is protected by copyright and database rights, offered for use under the terms of this licence

‘creator’ means the intellectual property owner, in the case of OpenELS data, to mean the national mapping and cadastral agencies signed up to the ELS

‘ELS’ means European Location Services, a set of geospatial products and services offered under licence by Eurogeographics

‘Licence Terms’ means the set of rights granted by this licence to you by the Licensor

‘Licensor’ means Eurogeographics AISBL with its registered address Rue du Nord, 76, 1000 Brussels, Belgium

‘You’ means the natural or legal person, or body of persons corporate or incorporate, acquiring rights in the OpenELS Data under this licence. ‘Your’ has a corresponding meaning in this licence

Where datasets/services are published through the ELS and not labelled as OpenELS, the following terms apply.

General terms

- 1) Any data/service that the Data Provider has provided for the ELS and which is licensed under the terms of this Agreement can be provided free of charge for
 - a) Viewing ELS Services for the purpose of Discovery, i.e. the process of searching for and identifying ELS Products.

- b) Evaluation and Development purposes by end users, subject to the agreed terms of the Evaluation and Development licence
- 2) Additional uses of data/services in ELS product, the data provider may set royalty prices where applicable. (These may or may not take into account differing end uses of the data/service by Licensees).
- 3) Royalty payments, in respect of the Reference Data will be made by the ELS Owner to the Data provider as agreed in this Annex.
- 4) Auditing
 - a) The ELS Owner will keep accurate and up to date records of all transactions relating to all Data Provider Reference Data that are licensed through the platform and via third parties, where required
 - b) The Data Provider may with a reasonable notice request access to such records. The Platform Owner will, at its own expense make available all necessary staff and systems to facilitate such an inspection.
- 5) If an amendment of the agreement according to clause 11 includes withdrawing national services that are being licensed as a part of an ELS product, No new licenses can be issued in the notice period unless agreed between the parties.

The evaluation and Development Licence is drafted as;

ELS Evaluation and Development Licence Agreement

I Application of this Agreement

- 1.1 The Agreement sets out the terms and conditions applicable to the Licensees use of ELS Products.
- 1.2 In this Agreement, ELS Products refers to ELS Data and Services licensed by the Licensor. This will include any ELS Products currently offered for such licensing.
- 1.3 Each party shall be referred to as “a Party”; both parties may be referred to as “the Parties”.
- 1.4 This Agreement is governed by, and will be construed in accordance with, Belgium Law.
- 1.5 The Licensee may not assign, or transfer all or parts of its rights and obligations under this Agreement.
- 1.6 If the Licensee has already entered into a sub-contractor agreement (which terms are consistent with this Agreement), the sub-contractor may be given access to ELS Products for the purpose of carrying out licensed use under this Agreement.

2 Grant

- 2.1 The Agreement applies to the ELS Evaluation or Development licence, as chosen by the Licensee. Terms for the licenses are in Annex I.
- 2.2 The Licensor grants the Licensee a non-exclusive, non-transferable, revocable licence for the ELS Products. Any updates and improvements to the ELS Products in the agreed period is included.

- 2.3 The Licensee is not permitted to use the ELS Products as a business tool for the ordinary day-to-day activities involved in the internal administration and running of its business or organisation, without prior written permission.
- 2.4 The Licensee's use of the ELS Products is subject to the ELS Fair Use policy. By accessing ELS Products under the terms of this Agreement the Licensee is accepting that the use is restricted to this policy. If the Licensee is found to be exceeding the limit under this policy, on a consistent basis, the Licensor reserves the right to limit access to the ELS Products until such time as the Licensor has contacted the Licensee to discuss usage requirements.
- 2.5 The Licensee is responsible for any employees or sub-contractors used in these matters. The Licensee's employees shall not be entitled to any rights for personal purposes.

3 Intellectual property

- 3.1 The Licensee acknowledges that the IPR in the ELS Products, and any and all data and software provided, including improvements or modifications is owned by the data providers to the ELS Platform.
- 3.2 No IPR are transferred or assigned to the Licensee under this Agreement and all rights not explicitly licensed are reserved.
- 3.3 The Licensee is not allowed to use ELS Products or trademarks in any other way than set out in this agreement.
- 3.4 The Licensee shall ensure that access to or use of ELS Products are secure from unauthorised use.
- 3.5 The Licensee shall notify the Licensor as they become aware of or suspect any infringement or unauthorised use, or any breach of the intellectual property rights in the ELS Products and/or trademarks. The Licensee agrees to co-operate in pursuing or dealing with such infringement.
- 3.6 The Licensee may not remove or alter any trademark, brand or notice on IPR included by ELS contained within the ELS Products.
- 3.7 The Licensee may not remove, alter or circumvent any technical protection system or digital rights management systems that have been introduced on ELS Data and Services, or try to do so.

4 Confidentiality

- 4.1 Confidential information is any information declared as such at the time of disclosure.
- 4.2 Where information is given as confidential by one party, the other parties are under a duty not to disclose that information or to use it improperly for its own purposes.
- 4.3 No party will be under the obligation to keep information confidential, where that Party is required to disclose such information under law.
- 4.4 The obligations contained in this Clause shall survive the expiry or termination of this Agreement.

5 Force Majeure

- 5.1 Both parties shall be entitled to suspend the performance of all or part of their obligations prevented or delayed by a case of Force Majeure, provided that they immediately inform the other Party and make their best efforts to reduce the negative impact for the other Party of such suspension.
- 5.2 No party shall be liable for failures and shall not have the right to terminate this licence agreement for any delay or failure in performance under this licence agreement if such delay or failure is caused by Force Majeure.

6 Warranty and Liability

- 6.1 The ELS Products are provided 'as is' and without any warranty or condition express or implied as to its quality of fitness for purpose. The Licensor shall not be liable for any harm that may be caused by the transmission of a computer virus, worm or other such computer program.
- 6.2 Except as stated all conditions, warranties, terms in respect of the ELS Products are hereby excluded to the fullest extent permitted by law.
- 6.3 Subject to clause 6.4, under no circumstances shall the Licensor be liable for any loss which occurs as a result of the use of or lack of performance of the ELS Product.
- 6.4 The Licensor warrants that it has no reason to believe that the ELS products infringes any third party's IPR, and is not aware at the date of signature of this Agreement of any claim alleging that such infringement exists.
- 6.5 Neither party excludes its respective liability to the other under this Agreement for fraud, personal injury and death caused by its negligence and that of its respective employees and subcontractors.
- 6.6 The Licensee is solely liable for its use of ELS products and hold the Licensor harmless for any claim or action brought by third parties relating to the use of ELS Products or the Licensees use of it.

7 Conflict resolution

- 7.1 In the event of any dispute over the Agreement, the Parties shall attempt first to resolve the issue by negotiation.
- 7.2 In the event of the said issues not being solved within 3 months from the start of the negotiations, either party may bring the issue to the applicable Belgian court of law.

8 Amendment and Termination

- 8.1 The Agreement including its Annexes can be amended by mutual consent at any time.
- 8.2 The Licensee can terminate the agreement with 30 days written notice.
- 8.3 The Licensor may terminate this agreement immediately if the Licensee
 - 8.3.1 Are in breach of its terms; or
 - 8.3.2 Are subject to insolvency, bankruptcy, administration or cessation of business.

- 8.4 From the date of expiry or termination of the licence granted under this Agreement, the Licensee and its sub-contractors must immediately cease the use of the ELS Products including all data, software and other intellectual property associated with the ELS Products that you have accessed under the terms of this licence.
- 8.5 If the Licensee is continuing to use the ELS products under a different licence, clause 9.4 does not apply provided that the commencement date of the new licence agreement falls before the date that this Agreement terminates and the ELS Product under the new licence has the same data coverage as before.

Annex II: Licensing terms

Evaluation

1. The Licence gives the right to evaluate, test and demonstrate the capabilities of the ELS Products internally in the Licensees organization for the period agreed.
2. The Licensor may not use the ELS Product to
 - 2.1. Recreate any ELS product, any part of such products or substantially similar one or;
 - 2.2. Sell, licence or distribute the ELS Product.

Development

1. The Licence gives the right to copy, adapt and merge the ELS Product solely for the purposes of developing, evaluating, and testing it as part of the Licensees own products and/or services for the period agreed.
2. The Licence gives the right to use the ELS Product for demonstrating products and/or services created under clause 1 to third parties.
 - 2.1. Demonstrating means displaying products and/or services to potential customers, investors or agents on the Licensees own equipment.
 - 2.2. Demonstrating does not include loading any of the ELS Products onto any potential customer's, investor's or agent's system or equipment or providing them with copies of the ELS Product or any part of it.
3. The Licensor may not use the ELS Product to
 - 3.1. Recreate any ELS product, any part of such products or substantially similar one or;
 - 3.2. Sell, licence or distribute the ELS Product.
4. The Licensee will maintain accurate, complete records relating to the use as described over.
 - 4.1. Upon giving reasonable notice, the Licensor reserves the right to inspect the Licensees compliance with this Agreement and to take copies of appropriate records.

Each party will be responsible for meeting its own costs associated with such an audit.

Annex IV: Restrictions and attribution requirements for ELS Data and Services

Not required unless the data provider has special restrictions or demand for attribution (naming) besides the general ELS attribution rules.

If required, it should at least include:

- 1) This annex list any national restrictions and attribution requirements for the data listed in Annex I when this is required by the Data provider or the Data Owner.
- 2) Where Reference Data is made available to ELS Users, it will be done so in accordance with the ELS Attribution Guide and the national requirements for attribution in Annex IV.
- 3) The ELS owner will keep personal data adequately protected under the terms of this Annex.

Annex V: Change registry

Will be updated by ELS data providers and / or ELS Owner to reflect changes to this agreement.

June 2018 – original version updated to version 2.0 with changes to definitions and annexes