



END USER LICENCE: GETMAPPING AERIAL IMAGERY WMTS SERVICE

Granted by

GETMAPPING Plc of Fleet 27, Rye Close, Fleet, Hampshire, GU51 2UH ("Getmapping")

To

UP42 of Umspannwerk, Ohlauer Str. 43, Kreuzberg, 10557 Berlin, Germany
("Customer/Licensee")

Dated the day of 2019

Framework Standard Terms and Conditions of Sale

1. Definitions:

"Contract" shall be deemed to mean the appropriate Getmapping proposal or quotation as countersigned by the Customer, together with these Conditions of Sale and any attached or referred document accepted by Getmapping and including the Specific Use Licence appended hereto ("Appendix A").

"Customer" shall mean the person, firm or company listed as such herein and/or stated in the proposal or quotation and listed in the Specific Use Licence appended hereto as "the Licensee" and shall include its heirs, successors in title permitted assigns and personal representatives.

"Price" shall mean the sum payable to Getmapping by the Customer for the supply of the product(s).

"Product" means Getmapping Aerial Photography WMTS Service, referred to as "The Service" in the **Getmapping Aerial Imagery WMTS Service Specific Use Licence** attached hereto ("Appendix A"). And prints of the aerial images made by the Customer and other data (whether in eye readable form or otherwise) and any part thereof as set out in Appendix A.

2. Contract Acceptance:

The Contract shall be effective only from the date of acknowledgement by Getmapping of receipt and acceptance of the Customer's intent to purchase.

3. Price:

Prices are exclusive of VAT which shall be payable by the Customer at the current rate on the day of the invoice. Full details of the Price are stated within the **Getmapping Aerial Imagery WMTS Service Specific Use Licence** attached hereto ("Appendix A").

4. Payment:

The Customer shall pay Getmapping in accordance with the payment plan quoted in the Proposal. If no payment plan is quoted, Getmapping shall send an invoice for the full Price to the Customer upon acceptance of the Contract. All payments shall be due within 30 days of the date of the invoice. If the Customer fails to make any payment on or before the due date, Getmapping shall have the right to suspend all further work or deliveries until such default is made good without prejudice to Getmapping's other rights or remedies.

5. Rights in Product – Specific Licensed Use:

The customer acknowledges that copyright subsists in the Product and that all property and other rights in the Product and all trademarks and logos used in or in relation to the Product shall remain in Getmapping or its licensors. Subject to payment of the Price, Getmapping grants the Customer a non exclusive non-transferable right to use the Product for its own internal purposes. Any additional rights appertaining to the use of the Product by the Customer in carrying out their business and fulfilling the needs of their customers are defined and granted by Getmapping within the **Getmapping Aerial Imagery WMTS Service Specific Use Licence** attached hereto ("Appendix A").

6. Delivery Time

Getmapping shall not be liable for any damage resulting from any failure to deliver or perform by such delivery dates howsoever caused and any period or date for delivery or performance is an estimate only.

7. Termination

Full details of provisions regarding termination of the Contract are contained within the **Getmapping Aerial Imagery WMTS Service Specific Use Licence** attached hereto ("Appendix A").

8. Force Majeure

Getmapping shall not be liable for any failure to perform its obligations arising from circumstances outside of its control including (without limitation) acts of God, war, riots, explosions, abnormal weather conditions, fire, flood, strikes, Government action, delay by suppliers, accidents and shortages of materials, labour or manufacturing facilities.

9. Notices

Any notice or other communication sent to either party shall be sufficient if sent in writing to that party's address last known to the other party or to any address notified to the other party for that purpose.

10. General

- The contract constitutes the entire agreement between Getmapping and the Customer with respect to the Products and supersedes all prior representations, agreements or arrangements whether oral or in writing relating to the subject matter hereof.
- Each of the sub-clauses of the Conditions and the Contract is to be treated as separate and independent and if any provisions hereof is or becomes illegal or void then the remaining provisions shall remain in full force and effect.
- No variation to the conditions or the Contract shall be effective unless in writing signed by the authorised representatives of both parties.

11. Assignment

Neither party shall assign the contract or any part thereof without prior written approval of the other party.

12. Law

These conditions and any contract between the customer and Getmapping shall be governed by English Law. The parties agree to submit to the jurisdiction of the English Courts.

13. Waiver

Any failure, delay or indulgence on the part of Getmapping in exercising any power or right conferred hereunder shall not operate as a waiver of such power or right to preclude the exercise of any other right or remedy hereunder.

APPENDIX A

GETMAPPING AERIAL IMAGERY WMTS SERVICE SPECIFIC USE LICENCE

Granted by

GETMAPPING Plc of Virginia Villas, High Street, Hartley Wintney, Hants RG27 8NW
("Getmapping")

To the Customer/Licensee as named and defined within the Framework Standard Terms and Conditions above:

General

1. The Licensee acknowledges that copyright subsists in the Product and that all property and other rights in the Product and all trademarks and logos used in or in relation to the Product shall remain in Getmapping or its licensors.
2. Getmapping grants the Licensee a non exclusive non-transferable right to use the Product for its own internal purposes.
3. Getmapping shall not be liable for any loss or damage suffered by the Licensee or any third party arising from the use of any of the Product for the above specified purposes

Getmapping Aerial Photography WMTS Collection ("The Service")

The Service includes 100% coverage of the England, Wales and Scotland at either 12.5cm resolution or 25cm resolution. New imagery is added to the layer automatically once it has been captured by Getmapping's survey aircraft, geo-processed and quality checked.

The Service can be connected to any OGC-compliant software package, or any WMTS-compatible API. It can also be used directly within a web browser.

The following layers are included in The Service:

Getmapping Aerial Photography: Best Available (Complete Layer) as RGB and CIR

Getmapping Aerial Photography: Annual Updates (RGB and CIR)

Getmapping Aerial Photography: Historic Layers (RGB)

The service does not hold any customer data.

All operating systems, software and data are held in duplicate on the Getmapping Data Centre which hosts The Service, so any hardware or software failure will not result in loss of data or a loss of service.

Price

WMTS Feed (subscription): € p.m.

Tiles: RGB €each

CIR € each

Prices exclude VAT

Duration of Contract: 12 Months

Contract Start Date:

Contract Expiry Date:

Maintenance

All maintenance of imagery is performed by Getmapping. There is no downtime between imagery updates.

Performance

Getmapping servers operate as Server Hosts running virtualisation software which provides both a highly available and scalable hosted solution with no single point of failure.

Getmapping offers 99.9% SLA on its services and has a 99.999% SLA for its ISP backbone infrastructure.

Getmapping cannot provide a minimum download time for each imagery refresh due to variations in customer's Internet connections. However, tests show that under normal conditions on a Broadband connection imagery refreshes take less than 2 seconds.

Availability

Getmapping WMTS Collections is available to use 24 hours a day, 7 days a week with a 99.9% minimum uptime.

Support Hours

Remote support by phone or email will be provided between 0900 and 1730 Monday to Friday, excluding Public Holidays.

On-site support and setup can be provided at a rate of £750 excluding VAT per day.

Termination

By the Customer: If the Customer does not wish to renew their subscription to The Service, they must give a minimum of 2 weeks' notice. A renew invoice will be sent after this date.

Customers may cancel their subscription during their contract year but no financial recompense will be given. The Service will remain active to the customer until the end of their contract.

Getmapping will provide discretionary pro-rata refunds for any significant loss of service during the contract period.

By the supplier: Getmapping will provide active Customers with 12 months' notice of a closing down of the service.

Terms of Service

The Service does not have a usage or user limit. However, the following applies;

Usage must be solely for business operations, i.e. no personal use.

No software, process or spider program must be implemented to systematically download maps from the service.

Users must be registered employees or contractors of the organisation subscribed to the service.

It is the responsibility of the Customer to include appropriate copyright information for any map data used from the service.

Technical Dependencies

To be able to use The Service, the Customer must have software/applications that support OGC WMTS standards 1.1.1 or above.

It is recommended that the Customer have an Internet connection with a minimum of a 1MB download speed.

EXECUTED BY the parties.

Getmapping PLC

UP42

By: _____
Title: Business Development

By: _____
Title: _____