



Call-Off Contract

Framework Number: ITC11445 – Reseller and Associated Services
Request Form Number: ITC11445/305 ICT12581 - UKMap licence renewal

THIS CALL-OFF CONTRACT is made 22 Nov 2016

BETWEEN:

- (1) Transport for London (“**the Contracting Body**”); and
- (2) Probrand Ltd, a company registered in England and Wales (Company Registration Number 2653446) whose registered office is at 45-55 Camden Street, Birmingham,, B1 3BP (“**the Service Provider**”).

RECITALS:

- A. The Contracting Body and the Service Provider have entered into an agreement dated August 2014 which sets out the framework for the Service Provider to provide certain Deliverables to the Contracting Body or the Contracting Body (“**the Framework Agreement**”).
- B. The Contracting Body wishes the Service Provider to provide the specific Deliverables described in this Call-Off Contract pursuant to the terms of the Framework Agreement and this Call-Off Contract and the Service Provider has agreed to provide such Deliverables on those terms and conditions set out in the Call-Off Contract.

THE PARTIES AGREE THAT:

1. CALL-OFF CONTRACT

1.1 The terms and conditions of the Framework Agreement shall be incorporated into this Call-Off Contract.

1.2 In this Call-Off Contract the words and expressions defined in the Framework Agreement shall, except where inconsistent with the context requires otherwise, have the meanings given in the Framework Agreement. In this Call-Off Contract references to Attachments are, unless otherwise provided, references to attachments of this Call-Off Contract.

2. DELIVERABLES

2.1 The Deliverables to be supplied by the Service Provider pursuant to this Call-Off Contract are set out in Attachment 1.



2.2 The Service Provider acknowledges that it has been supplied with sufficient information about this Call-Off Contract and the Deliverables to be provided and that it has made all appropriate and necessary enquiries to enable it to provide the Deliverables under this Call-Off Contract. The Service Provider shall neither be entitled to any additional payment nor excused from any obligation or liability under this Call-Off Contract or the Framework Agreement due to any misinterpretation or misunderstanding by the Service Provider of any fact relating to the Deliverables to be provided. The Service Provider shall promptly bring to the attention of the Call-Off Co-ordinator and Commercial Manager any matter that is not adequately specified or defined in the Call-Off Contract or any other relevant document.

2.3 The timetable for any Deliverables to be provided by the Service Provider and the corresponding Milestones (if any) and Key Milestone Dates (if any) and Implementation Plan (if any) are set out in Attachment 1. The Service Provider must provide the Deliverables in respect of this Call-Off Contract in accordance with such timings and the Service Provider must pay liquidated damages in accordance with the Framework Agreement of such an amount as may be specified in Attachment 1. The Service Provider shall be liable for the ongoing costs of providing Deliverables in order to meet a Milestone and Key Milestone Dates. [Time shall be of the essence in relation to the Key Milestone Dates] where stated in the Implementation Plan.]

2.4 The Service Provider acknowledges and agrees that as at the commencement date of this Call-Off Contract it does not have an interest in any matter where there is or is reasonably likely to be a conflict of interest with the Deliverables provided to the Contracting Body under this Call-Off Contract.

3. CALL-OFF TERM

This Call-Off Contract commences on the date of this Call-Off Contract or such other date as may be specified in Attachment 1 and subject to the provisions of the Framework Agreement, shall continue in force for the Call-Off Term stated in Attachment 1 unless terminated earlier in whole or in part in accordance with the Framework Agreement.

4. CHARGES

Attachment 2 specifies the Charges payable in respect of the Services provided under this Call-Off Contract. The Charges shall not increase during the duration of this Call-Off Contract unless varied in accordance with the Framework Agreement. The Service Provider shall submit invoices in accordance with the Framework Agreement and the Charges shall be paid in accordance with this Call-Off Contract.



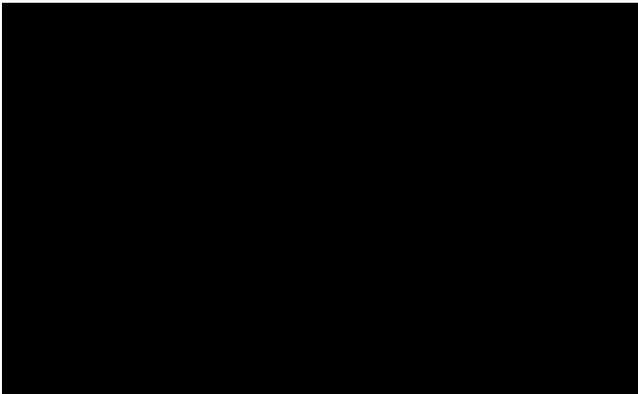
5. CALL-OFF CO-ORDINATOR / COMMERCIAL MANAGER AND KEY PERSONNEL

The Contracting Body's Call-Off Co-ordinator in respect of this Call-Off Contract is named in Attachment 1 and the Service Provider's Key Personnel in respect of this Call-Off Contract are named in Attachment 2.

This Call-Off Contract has been signed by duly authorised representatives of each of the Parties.

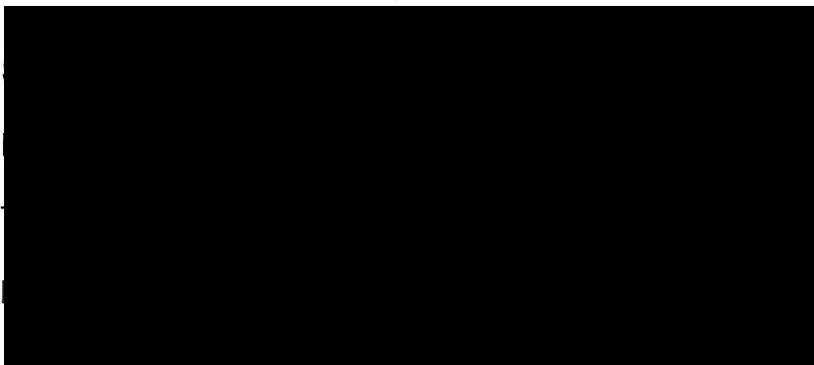
SIGNED

For and on behalf of Probrand Ltd



SIGNED

For and on behalf of Transport for London





Attachment 1

Deliverables to be provided and associated information

1. Requirement

Renewal of Geoinformation UKMap Corporate licence. The agreement includes the following:

- UKMap data for London area.
- Corporate licence for TfL wide internal use. Data licenced can be used by contractors for TfL related work only.
- Publication licence - derived data may be published provided source data is acknowledged and is not directly accessible.
- Updates will be supplied bi-annually
- Derived data rights: Yes
- UKMap data includes latest aerial imagery and near infra-red (NIR) data for 2016.

2. Timetable

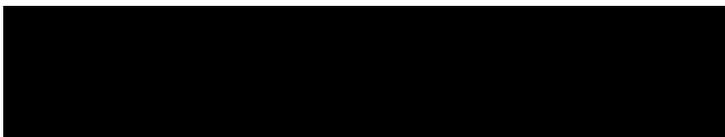
Term of the Call-Off Contract: 17/12/²⁰¹⁶~~2015~~ – 16/12/2019 - 3 years with annual break option at TfL's discretion.

Purchase Orders for the renewal will be raised annually. Should the services no longer be required by TfL, a 60 day termination notice is required to be given to the supplier.

3. Special Conditions

Manufacturer EULA applies to this contract, see attachment 3.

4. The Contracting Body's Call-Off Co-ordinator:





Attachment 2

Service Provider Proposal

Probrand Ltd will provide the following to TfL:

Product Detail	
UKMap data for use in Legible London project. Includes publication licence. Annual licence fee for three year agreement, with break clause available at anniversary.	
UKMap data upgrade for Corporate use (Surface) Annual licence fee for three year agreement, with break clause available at anniversary.	

Total charge for 3 years:

Legible London	
Surface	
Total	
Total - 3 years	£305,292.00



Attachment 3

Special conditions of contract

The manufacturer end user licence agreement applies to this call off contract. The applicable terms are set out below:

The Geoinformation Group * End User Licence Agreement

IMPORTANT - READ CAREFULLY BEFORE copying, viewing or using the data or any of the accompanying files. This is a legal agreement between you, ("the Customer") (either an individual or a legal entity such as a corporation) and The Geoinformation Group ("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 media or files and the accompanying items (including written material) to the Publishers for a refund.

This End User Licence covers the use by the Customer of all products and any components thereof distributed by the Publisher for the Agreed Use within their organisation, approved partners or sub-contractors.

The Geoinformation Group reserves the right to amend the conditions of this licence at any time. All signed agreements will remain as so until the licence expiry date as given in Schedule A, thereafter Customers who renew their licence will be required to transfer to the prevailing licence.

1. GENERAL

1.1. 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 Geoinformation Group data or any version or subset of The Geoinformation Group data for the term of the licence (Schedule A). For the purposes of this Agreement:

- 1.1.1. "Agreed Use" means the description of permitted use for the product as set out in Schedule A.
- 1.1.2. "Archiving" means the retention of a copy of The Product for the express purpose of meeting legal or statutory obligations to retain the Product for future reference. Access to the archival copies may only be made in on an infrequent basis and in relation to the project for which the data was purchased and for reference purposes only.
- 1.1.3. "Corporate Licence" means a licence to the Customer which covers all users within their organisation and provides for unlimited use of the Product within the organisation.
- 1.1.4. "Demonstration Licence" means a licence to the Customer for the purpose of evaluating and testing the data. Data under this licence cannot be used for commercial purposes and may not be passed on to any third party, including subcontractors without the express permission in writing of The Geoinformation Group. It is provided for a time limited period, the expiry date for which is set out in Schedule A. On reaching the end of the demonstration period, the user shall delete all occurrences of the demonstration data including any reports, screen extracts, derived data and hard copies, unless otherwise agreed in writing with The Geoinformation Group; and return all media supplied, informing The Geoinformation Group in writing that it has done so; or purchase a licence for commercial use. Reviews or tests of the demonstration data may not be published, or made external to the customer, without the prior written consent of The Geoinformation Group.
- 1.1.5. "Departmental Licence" means a licence to the Customer which covers all users within an identified department within their organisation and provides for unlimited use of the Product within that department.
- 1.1.6. "Derived Data" means a dataset compiled by the Customer using any part of the Product as a reference layer, but explicitly excludes copies of part or all of the Product that can be used to recreate all or recognisable parts of the Product or extracts that are intended to replicate features already in the Product or extracts that by themselves can be used to replace the Product. Derived Data may not be used for commercial gain or passed on for use by third parties for commercial gain.
- 1.1.7. "External Publication Licence" means a licence to publish the Product issued by the Publisher. The External Publication Licence allows for a limited print run for non commercial gain of an extract of the Product in a form that is within the remit of the Customer business purpose and is intended for public use and for distribution beyond the Customer employees. The External Publication Licence must run concurrent with either a valid Corporate Licence, Departmental Licence or Project Licence.
- 1.1.8. "Internal Publication Licence" means a licence to publish insubstantial extracts of the Product by the Customer. The Internal Publication Licence allows for the Customer to include extracts of the published product in publications and reports created by the Customer for internal use only and not for commercial gain and within the remit of the Customer business purpose. The published product must represent an insubstantial portion of the customer published document and must not be the significant purpose of the publication. The publication licence must run concurrent with either a valid Corporate Licence, Departmental Licence or Project Licence.
- 1.1.9. "Internal Staff" means staff directly employed by the licensee organisation on the regular business processes and functions that the licensee undertakes.
- 1.1.10. "Internet Licence" means the placement of the Product on the Internet. Such rights are limited to web sites directly associated with the Customer; but there are no limitations on page views. All occurrences of any extract of the Product must be accompanied with the approved copyright notice and End User Licence number (see Schedule A).
- 1.1.11. "Licence Expiry Date" means the date at which the current licence expires and thereafter the Customer no longer holds a valid licence for the Product, unless and until such times as a new Licence is used.



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- 1.1.12. "Maintenance" means the supply of an updated version of the Product during the period of a licence. The timing of the updates will vary depending on the type of database and The Geoinformation Group reserves the right to alter the publication schedule for updated versions of a Product.
- 1.1.13. "Product" means any part of The Geoinformation Group databases supplied to a Customer either through an on-line service or on the media provided, the media and the accompanying manuals.
- 1.1.14. "Project Licence" means a licence to use the Product for the explicit purposes as defined by the Agreed Use in Schedule A, limited to a specified group of individuals or specified section within the Customers organisation or a licence limited to a specified named activity or named project within the Customers organisation.
- 1.1.15. "Published Product" means a graphic image, or non-searchable or non-editable version of the Product published by the customer for its business purpose.
- 1.1.16. "Released" means a version of the Product authorised for release to the Customer by the Publisher.
- 1.1.17. "Sub Contractor, Contractor or Agent" means an organisation (commercial company, charitable body, voluntary organisations, local councils, etc.) external to the Customer that undertakes paid or unpaid work for the Customer. The Customers' involvement must be positive and cannot just be through the provision of funds.
- 1.2. The Customer may not assign or sub-licence any of its rights or obligations under this Agreement without the prior written consent of the Publishers.
- 1.3. 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

- 2.1 The Publishers grant a licence for the use of the Product. The type of licence is either a Corporate, a Departmental a Project or a Demonstration Licence. The Customer may also be granted an Internal Publication Licence, an External Publication Licence or an Internet Licence if the Customer has purchased a concurrent Corporate Licence, Departmental Licence or Project Licence.

3 TYPE AND TERM OF LICENCE

- 3.1 The type of licence granted is one of the following: Corporate, Departmental, Project, or Demonstration. The type of licence granted under this agreement is shown in Schedule A.
- 3.2 This licence and all its terms shall renew automatically on the Licence Expiry Date unless a cancellation notice has been received in writing by the Publishers from the Customer at least 30 working days prior to the Licence Expiry Date (except for the Demonstration Licence, which ceases on the expiry date).
- 3.3 Where the Customer does not wish to continue to licence the product it must on the Licence Expiry Date, return the Product to the Publisher and remove any whole or partial copies of the Product from its computer systems, except as allowed under clause 3.4. It must notify the Publishers in writing within 5 working days of this date that this removal has been completed.
- 3.4 All Products must be deleted once the licence term has ceased, except for a single copy of the Product held for Archiving purposes only. The holding of an archive copy must be granted by the Publisher at the time the licence is granted (as part of Schedule A) or in writing thereafter.
- 3.5 The Customer is granted an Internal Publication Licence in support of its regular business processes and functions.
- 3.6 The Customer must purchase an External Publication Licence to publish extracts of the Product external to the Business.
- 3.7 In the case of cancellation, Derived Data may be retained by the Customer for use by the business subject to Derived Data rights being granted in the licence (as part of Schedule A) and the correct licence fees being paid.

4 SUB CONTRACTORS, CONTRACTORS AND AGENTS

- 4.1. The Product may be provided to Sub Contractors, Contractors and Agents who are undertaking work for the Customer only if the data is necessary to complete the work and if the Customer has been granted a Subcontractor Licence.

5 PROPRIETARY RIGHTS IN THE PRODUCT

- 5.1. At all times the Product shall remain the exclusive property of the Publishers.
- 5.2. Copyright and all intellectual property rights in the Product including in any images, data, or text incorporated in the Product are owned by the Publisher, except where explicitly acknowledged in Schedule A, and are protected by United Kingdom copyright laws and international treaty provisions.



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- 5.3. The Customer acknowledges that it has no rights therein except as set out in this Agreement.
- 5.4. The Customer agrees to comply in full with the terms of this licence.

6. DERIVED DATA

- 6.1. The Customer may be permitted to create Derived Data from the Product in connection with the regular business processes and functions of the Customer only where a licence to do so has been granted (see Schedule A).
- 6.2. An in perpetuity licence to use derived data may be granted subject to the correct licence fee being paid, so long as the derived data is not used for commercial gain or passed to third parties for the purpose of commercial gain. Where there is any doubt about a data collection process that may infringe the definition of what constitutes Derived Data, it is the responsibility of the Customer to seek prior written approval from the Publishers that the results of any planned data capture process can be defined as Derived Data.

7. OTHER RESTRICTIONS

- 7.1. The Customer may not, except as provided in this Agreement:
 - 7.1.1. Copy, extract, trace, or otherwise duplicate any part of the Product for purposes other than those explicitly granted by this licence.
 - 7.1.2. Remove, change or obscure copyright notices.
 - 7.1.3. Provide a bureau service to a third party for the benefit of or on behalf of a third party.
 - 7.1.4. Incorporate the data into a third party product.
 - 7.1.5. Promote or provide consultancy, education programmes, offer demonstrations or training courses on the Product.

8. COPYRIGHT NOTICE

- 8.1. All occurrences of the Product in any published form, whether digital, print or on the internet shall acknowledge the owner of the Product and shall contain the same copyright notices in respect of the base information as appear on the Product.
- 8.2. The copyright notice shall be "Copyright The Geoinformation Group, 20XX Licence No. XXXX" along with any other copyright notices specified in Schedule A. These shall be placed together on the data and/or image or as reasonably near to the data and/or image so as to acknowledge the copyright. The licence number is provided in Schedule A.

9. WARRANTY AND LIABILITY

- 9.1. The Publishers warrant that the Product will substantially conform to the current applicable user documentation accompanying the Product. If the media is defective the Customer should return the Product to the Publisher within 30 days of receipt for replacement at no charge. This is the Customer's sole remedy for defective media.
- 9.2. Although the information contained in the Product has been prepared with reasonable care the Publishers do not warrant the accuracy or completeness of the Product or the results to be obtained there from.
- 9.3. The Publishers do not warrant that the Customer's use of the Product will be uninterrupted or error free. Any implied warranties on the Product are limited to 30 days from the date of receipt.
- 9.4. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT the Publishers disclaim all other warranties either express or implied including but not limited to implied warranties of satisfactory quality or fitness for a particular purpose with respect to the Product, accompanying materials and any accompanying hardware to the maximum extent permitted by law.
- 9.5. The Publishers' entire liability and the Customer's exclusive remedy shall be, at the Publishers' option, either
 - 9.5.1. termination of this Agreement and full refund upon return to the Publishers of the Product and all copies thereof; or
 - 9.5.2. repair or replacement of the Product. Any replacement will be warranted for 30 days from the date of receipt of the replacement by the Customer.
- 9.6. To the maximum extent permitted by law, in no event shall the Publishers or its suppliers be liable for any damages whatsoever including without limitation special, indirect or consequential loss, damages for loss of business, lost profits, business interruption or other pecuniary loss arising out of the use or inability to use the Product, even if advised of the possibility of such damages. In no case shall the Publishers' liability exceed the fee paid by the Customer save that nothing in clause 11 of this Agreement affects any rights the Customer may have against the Publishers for death or personal injury caused by the Publishers' negligence.



10. TERMINATION

- 10.1. This Agreement will automatically terminate if the Customer (i) is made bankrupt; or (ii) enters into liquidation or any other arrangement with its creditors; or (iii) has a receiver or administrator or administrative receiver appointed with respect to any of its assets; or (iv) is in material breach of this Agreement, or (v) is in dispute with The GeoInformation Group. Upon termination of this Agreement the Customer must return the Product to the Publisher and remove any whole or partial copies of the Product from its computer systems.

11. COMPLIANCE

- 11.1. 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.



SCHEDULE A: LICENCED DATA

LICENCE TYPE AND PRODUCT DETAILS													
Licence Type	Corporate <input checked="" type="checkbox"/> Subcontractor <input checked="" type="checkbox"/> Departmental <input type="checkbox"/> External Publication <input checked="" type="checkbox"/> * Project <input type="checkbox"/> Internet <input type="checkbox"/> Demonstration <input type="checkbox"/>												
Agreed Use, where restrictions apply	For corporate, unlimited use by Transport for London staff and its subcontractors. *Transport for London are granted an external publication licence for the unlimited publication of digital and print material created from the Legible London map database.												
Maintenance/Update required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>												
Derived Data rights	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>												
Archiving rights	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>												
Area of the Product covered by the Licence	Greater London												
The Product/s covered by this licence	UKMap												
Copyright Statement	© The Geoinformation Group, 2016, Licence No. TFL100151171231												
Contact Details	<table border="1"> <thead> <tr> <th>The Customer</th> <th>The Publisher</th> </tr> </thead> <tbody> <tr> <td>Transport for London</td> <td>The Geoinformation Group</td> </tr> <tr> <td colspan="2">Address</td> </tr> <tr> <td colspan="2">Authorised Individual</td> </tr> <tr> <td colspan="2">Position in Organisation</td> </tr> <tr> <td colspan="2">End Use Licence Number</td> </tr> </tbody> </table>	The Customer	The Publisher	Transport for London	The Geoinformation Group	Address		Authorised Individual		Position in Organisation		End Use Licence Number	
The Customer	The Publisher												
Transport for London	The Geoinformation Group												
Address													
Authorised Individual													
Position in Organisation													
End Use Licence Number													
Licence granted in perpetuity	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>												
Licence Start Date	30/12/2016												
Licence Expiry Date	31/12/2017												