

roadworks.pro Data Services Addendum

1 Agreement Integration

- 1.1 This Service Addendum provides for the licensing of the Services known collectively as roadworks.pro Data Services described in the Service Specifications at the URL address <http://www.elgin.org.uk/url-terms/roadworks-data-services> and <http://www.elgin.org.uk/url-terms/rr-app-specification> (which service descriptions are by this reference hereby incorporated into and form part of the Agreement).
- 1.2 Capitalised terms used but not defined in this Service Addendum shall have the meaning ascribed to them in the Master Agreement.

2 Data Reuse License

- 2.1 Subject to clauses 3 and 4 of this Service Addendum and to any User Restrictions set out in the applicable Order Form Elgin grants to the Customer a non-exclusive, non-transferable, revocable licence to use the Service and Content within the Customer Implementation subject to and in accordance with the terms of the Agreement.

3 Customer Restrictions

- 3.1 Except as expressly provided in this Agreement, the Customer shall not and shall not permit any third party to:
 - 3.1.1 cache the Content except as required to support the use of the Content by the Customer for the Purpose and within the functionality of the Customer Implementation;
 - 3.1.2 use or apply any Content outside of the Customer Implementation or incorporate or embed the Service into any of the Customer's products or services that it sells or supplies to, or for which it charges, third parties;
 - 3.1.3 put into the public domain reports or other outputs containing data metrics which identify individual highway authorities or utility companies
 - 3.1.4 produce a product or service substantially similar to the roadworks.org website through use of or access to the Service;
 - 3.1.5 use the Service in a manner that gives access to mass downloads or bulk feeds of any Content; or
 - 3.1.6 remove any acknowledgement or disclaimer in the Content.

4 Customer Obligations

- 4.1 The Customer shall:
 - 4.1.1 comply with the User Restrictions set out in the Order Form

- 4.1.2 combine all organisational usage under the Agreement, using multiple Order Forms to distinguish different developers, departments, apps or other services, as appropriate. If employees of the Customer or the Customer's other authorised users enter into additional agreements for roadworks.pro Data Services in good faith the Customer shall alert Elgin as soon as it becomes aware of the duplication of access and submit a new consolidated Order Form under this Agreement. Elgin reserves the right to terminate the Agreement when it becomes aware of such duplication;
- 4.1.3 display "Source: Elgin roadworks.org <https://roadworks.org/?data-information>" within your service (for example, on an "about" screen) so that it is clear that the Content is derived from Elgin;

5 Data and Intellectual Property Rights

- 5.1 The Content is sourced from open data published by government agencies and partners or is created directly within roadworks.pro services. As such the Content is supplied to the Customer under the terms set out in clause 2 of this Service Addendum. Elgin shall indemnify the Customer against third party claims relating to Intellectual Property Rights in the Content as set out in clause 11.1 of the Master Agreement.
- 5.2 The Customer acknowledges that all Intellectual Property Rights in and to the Content throughout the world belong to Elgin or its licensors.
- 5.3 Any intellectual property rights created in Derived Content where the Customer processes the Content to support the functionality and Purpose of the Customer Implementation shall belong to the Customer.

6 Termination

- 6.1 On the expiry of the Licence Term or termination of the Agreement the provision of the Services and all rights to access, receive and use the Services shall cease.
- 6.2 Within 3 days of the expiry of the Licence Term or termination of the Agreement all use of the Content and Derived Content shall cease, all cached Content and Derived Content shall be removed from the Customer Implementation and any copies, backups or archives of cached Content and Derived Content shall be destroyed.

7 Definitions

"Service" means the roadworks.pro Data Service identified in the applicable Order Form and described in the Service Specification including any bespoke service extensions set out in the applicable Order Form and the associated technical support services provided to the Customer as described in the Service Level Agreement.