

# National Tree Map Data

## End User Licence Agreement (EULA)

The product/service you are accessing contains data owned by **Bluesky International Ltd**.

This Licence sets out **Bluesky International Ltd** terms for your use of the **Bluesky International Ltd** data.

Please read all these terms and conditions carefully before accessing and using any data so that you understand what **Bluesky International Ltd** allows you do with its data, where you should take care and what **Bluesky International Ltd** does not let you do.

By accessing, using and/or downloading the **Bluesky International Ltd** data you are deemed to have accepted these terms and conditions (and any variation of them) and be legally bound by them. If you are not happy with this, or any term is unacceptable to you, please do not access or use the **Bluesky International Ltd** data.

These terms may change at any time. We would advise that you regularly review them so that you remain familiar with them.

This page provides you with a brief summary of the permissions and restrictions of this Licence. Both this summary and the small print together are the terms applicable under this EULA – however, please know that the terms of the small print will take precedence over this summary. Therefore you must read both this summary and the terms of the small print before using the Data.

This Licence:

- ✓ Is granted (i) free of charge to you under the terms of the subscription your institution has taken with the Digimap service provided by EDINA; or (ii) under the contract between **Bluesky International Ltd** and your institution; or (iii) under the contract between EDINA and your institution
- ✓ Is available to you until **31 July 2025**. As a trial facility you should not rely on the availability of the Data beyond this date and you are required to delete all the Data at the end of the Term.
- ✓ Allows you access and use the **Bluesky International Ltd** data in this service solely for **Educational Use**.

Briefly, this means **any solely educational** use in connection with teaching, learning, academic research and private study. This does **not** include any of the uses set out in the section entitled “Under this Licence you must not do the following” below so please read those carefully – if in doubt, please know those limitations will prevail over these permissions.

It covers:

- a. All activities that a fair-minded and reasonable person would agree falls within the spirit and intention of solely ‘Educational Use’.
  - b. Educational use at schools, colleges, and universities, whether on site or remotely. For the avoidance of doubt, use by Research Councils is not covered by this agreement.
- ✓ Is granted to you because, (and for the duration in which):
- a. You are a current student, a current trainee teacher, or a current member of staff of, or a contractor who has entered into a written agreement for

delivering services to, a recognised place of education whose services and systems you are authorised to use and are using;

- b. You have been legitimately provided with a username, password and/or other secure authentication by that place of education and/or the provider of this service you are using to access or use **Bluesky International Ltd** data; and
  - c. You have registered with the provider of this service.
- ✓ Allows you to generate, use, store and retrieve your own user content derived from **Bluesky International Ltd** data and use that as part of your Educational Use for as long as you remain registered to study or teach at the place of education whose services and systems you are using during the Term of this agreement which ends on 31 July 2025.
  - ✓ Allows you to use and incorporate other third-party data with **Bluesky International Ltd** data.
  - ✓ Allows you to publish small extracts of **Bluesky International Ltd** data to inform others about your Educational Use of **Bluesky International Ltd** data in articles and at events that intend to share or widen knowledge, such as in academic papers or in presentations at educational conferences.
  - ✓ Allows you to share **Bluesky International Ltd** data with others who are licensed to the same service that your place of education subscribes to for as long as either of you remain registered to study or teach at the place of education whose services and systems you are using during the Term of this agreement which ends on 31 July 2025.
  - ✓ Allows you to use the **Bluesky International Ltd** data for limited administrative use, for example, to show the location and extent of your place of education, any of their other fixed assets, and/or the location of, and directions to, an event organised by them, provided that such use is fair and reasonable.

In return, You must:

- ! Take appropriate measures to keep the passwords and other secure login details which allow you to access the service which delivers the **Bluesky International Ltd** data confidential at all times.
- ! Not disclose, share or allow others to use your password or other individual login details that you have been issued with.
- ! Take appropriate measures to make sure all **Bluesky International Ltd** data you use is secure from any unauthorised use or access, for example, by not providing copies of **Bluesky International Ltd** data to anyone unless you know they have accepted this Licence.
- ! Inform your place of education and EDINA immediately if you know or suspect that your password or other secure login details have been used by someone else.
- ! Acknowledge the copyright and other intellectual property rights which subsist in the **Bluesky International Ltd** data by retaining/including these words in a conspicuous position on any display or reproduction of **Bluesky International Ltd** data in any materials or media that you create as part of your Educational Use:

Copyright © Bluesky International Ltd 2025. ALL RIGHTS RESERVED.

ALL DATA IS PROVIDED “AS IS” AND Bluesky International Ltd EXCLUDES ALL LIABILITY HOWEVER ARISING IN RELATION TO THEM (EXCEPT FOR LIABILITY THAT BY LAW WE CANNOT EXCLUDE).

Under this Licence you must not do the following:

- ∅ Use or make the **Bluesky International Ltd** data available to third parties (other than those parties specifically referred to in paragraph 2 in the small print below) or otherwise for any commercial use.
- ∅ Create any products or services which have benefited from, relied on or made any use of **Bluesky International Ltd** data, for the purpose of financial gain or monies worth, or any other commercial purpose of gain (including, without limitation, creating products or services by copying, publishing, modifying, re-formatting, analysing or performing searches, look ups or enquiries using **Bluesky International Ltd** data).
- ∅ Create any free products or services which have benefited from, relied on or made any use of **Bluesky International Ltd** data (including, without limitation, creating products or services by copying, publishing, modifying, re-formatting, analysing or performing searches, look ups or enquiries using **Bluesky International Ltd** .
- ∅ Make the **Bluesky International Ltd** data available for free or for commercial purposes in a published format (e.g. books, ebooks, apps etc).
- ∅ Use the **Bluesky International Ltd** data in a way that could damage the reputation of **Bluesky International Ltd** , the **Bluesky International Ltd** data or bring either of them into disrepute. For example (by way of non-exhaustive illustration only) you may not change (add, erase, amend etc) country boundaries or name.
- ∅ Re-identify, or seek to re-identify, the **Bluesky International Ltd** data in a way that could identify any natural person.
- ∅ Continue to use the Bluesky International Ltd data after 31 July 2025.

If you want to perform any of these acts, you must tell **Bluesky International Ltd** and (at Bluesky International Ltd’s discretion) such use may be agreed in writing on a case-by-case basis how that occurs.

## The Small Print

### 1. Parties

This Licence is between **Bluesky International Ltd, (we/us/our/)** and the person or organisation who downloads our Data (**you/your**).

Our registered address is The Station, Station Road, Ashby-De-La-Zouch, Leics, LE65 2AS. You and we are each a **party** and together the **parties**.

### 2. Grant and Scope of your licence to use our Data

- a. Subject to the restrictions referred to in this Licence, (together with the service fee paid by your place of education) we grant you a non-exclusive, non-transferable, revocable licence to:
  - i. access and use our Data, solely for your Educational Use or Limited Administrative Use;
  - ii. share our Data that You have downloaded with other persons who you know are registered with Digimap and have also entered into this Licence in respect of that specific Data; and
  - iii. share our Data which You have downloaded with public bodies who are working with you on a collaborative research project and who are themselves independently licensed to use those specific Data.
- b. **'Educational Use'** means use for or in connection with non-commercial and strictly educational teaching, learning, academic and sponsored research and/or private study, at or in connection with a place of education, whether on site, or remotely. It covers use at all levels, including schools, colleges and universities. Subject to the restrictions of this Licence, it covers any activities that a fair minded and reasonable would consider falls within the spirit and intention of 'strictly for Educational Use'. No commercial purposes shall be considered "Educational Use".
- c. **'Limited Administrative Use'** means fair and reasonable use to show the location and extent of a Place of Education, any of their other fixed assets, and/or the location of, and directions to, an event organised by it.
- d. This Licence commences with effect from the date you first request access to and/or use our Data.
- e. You may not, in any circumstances, re-identify (or seek to re-identify) the Bluesky International Ltd data, including (without limitation) by combining or seeking to link Bluesky International Ltd data with other data to identify a natural person or by which Bluesky International Ltd data otherwise becomes "personal data" as defined by applicable data protection law.

### 3. Intellectual Property Rights

- a. We own all the intellectual property rights in our Data.
- b. All rights not expressly granted are reserved to us and our licensors.

### 4. Feedback

At our request, you will give us reasonable details about your use of our Data under this Licence by whatever means we might reasonably request.

### 5. No Warranty

- a. It is your responsibility to ensure that our Data you request is what you need.

- b. Our Data is provided 'as is' and without any warranty or condition express or implied, statutory or otherwise as to its quality or fitness for your particular purpose.
- c. Except as expressly stated in this Licence, all conditions, warranties, terms and undertakings express or implied statutory or otherwise in respect of our Data are hereby excluded to the fullest extent permitted by law.

## 6. Liabilities

- a. There is nothing in this Licence that excludes or limits your liability for a contractual breach of this agreement or an infringement of our intellectual property rights.
- b. Neither party excludes its liability to the other under this Licence for fraud, and for personal injury or death caused by negligence.
- c. You warrant that you will not breach any of the restrictions agreed under this Licence and you hereby agree to indemnify us against any claims that result from your breach of this warranty and or this licence. This indemnity shall survive termination of this licence.
- d. Subject to the above, neither party shall be liable to the other for indirect, special, punitive, incidental or consequential loss or damage (howsoever caused) which occurs as a result of the use of, or lack of performance of the Data.
- e. Subject to the above, we shall have no liability to you under this Licence or otherwise in connection with your use of the Data.

## 7. Termination

- a. Either party may terminate this Licence with immediate effect.
- b. EDINA also has the right to terminate this Licence on behalf of us with immediate effect.
- c. This Licence will automatically terminate on 31 July 2025.
- d. This Licence will automatically terminate when you cease being a student or member of staff at the place of education whose services and systems you are using, or your other association with the place of education ceases.
- e. Termination or expiry shall not affect either party's accrued rights and remedies.
- f. On termination, you shall (except in respect of any of our Data for which at the time of termination or expiry, you have a separate appropriate licence from us:
  - I. immediately cease accessing the service and using our Data;
  - II. inform your place of education that your password or other login details should be deactivated;
  - III. destroy (or at our option return) all of our Data that you hold or for which you are responsible, including any of our Data that is embedded into any other material and provide written confirmation that you have done so at our request;
  - IV. make sure anyone else you have supplied our Data to under this Licence also adheres to the terms of this Licence re ongoing use of the Licensed Data.
- g. If you continue to access and use our Data after this Licence has terminated your access and use will be unlawful and you will be liable for copyright and database right infringement and we will be entitled to pursue legal proceedings against you.
- h. Any provision that is expressly or by implication intended to survive the termination or expiry of this Licence shall continue in full force and effect.

## 8. Data Protection

- a. Information identifying you (referred to as 'personal data' under data protection law) may be lawfully shared and processed between/by EDINA and us in certain circumstances, including where it is necessary for the performance of the contract(s) to which you are a party, for the purposes of pursuing our legitimate interests, or you have given consent to the specific processing. Your personal data will only be disclosed to, and processed by us in the following circumstances:
  - I. To enable us to investigate any actual or suspected breach of this Educational User Licence or the agreement between us and EDINA, or other misuse or infringement of our Data; or
  - II. Where you give your specific consent, to enable us to understand / monitor the use of our Data in the education sector or feature your specific work; or
  - III. Where we are otherwise permitted in accordance with data protection law.
- b. Any sharing or processing of your personal data will be in accordance with data protection law.

#### 9. Other General Provisions

- a. This Licence sets out the entire contract in respect of the subject matter of this Licence.
- b. We reserve the right to change this Licence, including the availability of any of our Data, at any time. All such changes shall become incorporated into this Licence immediately.
- c. You shall provide us and EDINA with all reasonable assistance in investigating, remedying and pursuing any third party for any suspected unauthorised or unusual access and/or misuse of our Data.
- d. We are entitled to assign, transfer or novate the benefits and obligations of this Licence. You are not entitled to subcontract, assign, transfer or novate the rights and/or obligations under this Licence.

This Licence will be governed by English law and both parties agree to the exclusive jurisdiction of the English courts.